



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator - Operations
Chief Jason Ferschke, Chief, Natick Fire Department

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 10, 2022

SUBJECT: CONTRACT AWARD/AMBULANCE BILLING

On October 28, 2022, sealed Price and Non-Price Proposals were received in accordance with M.G.L. c. 30B, sec. 6 for the procurement of ambulance services for the Natick Fire Department. Proposals were received from one (1) proposer (See attached.)

The most advantageous Proposal, taking into account price and all other non-price criteria, was submitted by Pro EMS Solutions, Inc. It submitted a price of four percent (4%) of all ambulance collections received, as outlined in its Price Proposal. We recommend that the Natick Select Board award the contract to Pro EMS Solutions, Inc. for the complete main work, as provided for in the Town's Request for Proposals (RFP). The amount of the award will be for four percent (4%) of all ambulance collections received, as provided for in Pro EMS Solutions, Inc.'s Price Proposal.

We have reviewed the Proposals received and have checked the references and qualifications of Pro EMS Solutions, Inc. and have determined it to be a responsible and eligible Proposer.

Please advise if you have any questions or require additional information.

Proposals Received:	10/28/2022
Newspaper Advertisement (<u>Metrowest Daily News</u>):	10/06/2022
Website Posting:	09/29/2022
Town Hall Postings:	09/29/2022
Goods and Services Bulletin:	10/10/2022
COMMBUYS Posting:	09/29/2022

Funding: Ambulance Collections
Proposals Received: See attached.

Town of Natick, Massachusetts

RFP Registry of Proposals	
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Proposals - Ambulance Billing Services	
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Date & Time: October 28, 2022, 9:00 A.M. local time

[illegible]

Signed this 28th day of October 2022 [Signature]
CPO Signature: [Signature] 10/28/22

Witness Signature: Melissa Harris 10/28/22

Witness Signature:

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

This Contract is made this thirtieth day of November, 2022, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the “Town of Natick,” or “the Town”) and Pro EMS Solutions, Inc., 31 Smith Place, Cambridge, MA 02138 (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services as set forth in the Request for Proposals for Ambulance Billing Services in the Town of Natick (“RFP”), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end three (3) years later.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor’s Proposal.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices/percentages stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions) - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
 - g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
 - h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification
- The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

- . Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson,
Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L North, Esq.
Office of the Town Counsel
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: William Mergendahl
President & CEO
Pro EMS Solutions, Inc.
31 Smith Place
Cambridge, MA 02138.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

support.

- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left blank.)

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

The Town of Natick, Massachusetts

Pro EMS Solutions, Inc.

by: The Natick Select Board

by:

Paul R. Joseph, Chair

Signature

Michael J. Hickey, Jr., Vice Chair

Printed Name

Bruce T. Evans, Clerk

Printed Title

Kathryn M. Coughlin

Richard Sidney

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Michelle L. Laramée
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



31 Smith Place
Cambridge, MA 02138
tel: 617.682.1830
fax: 617.492.0344

Town of Natick

RFP: Ambulance Billing Services –
Price Proposal

October 28, 2022

By



31 Smith Place
Cambridge, MA 02138

PROEMSSOLUTIONS.COM

ATTACHMENT A
TOWN OF NATICK
PRICE PROPOSAL FORM

The undersigned Proposer hereby submits a price proposal to provide ambulance billing services in the Town of Natick.

Printed Name of Proposer:

Pro EMS Solutions, Inc.

Address: 31 Smith Place

Cambridge, MA 02138


The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

Total Rate as a Percentage of Collections in Words: Four percent

Total Rate as a Percentage of Collections in Numbers: 4%

The PROPOSER acknowledges receipt of addenda nos. One (1)

Please write out all addenda issued. For example, for four (4) addenda issued, please write: "1, 2, 3, and 4." Do not write "1-4" or "4."



Authorized Signature

William Mergendahl

Printed Name

President & CEO

Printed Title

10/28/2022

Date

Full Legal Name Pro EMS Solutions, Inc.

Officers of Corporation and Addresses

William Mergendahl, President & CEO

22 Alden Road

Andover, MA 01810

State of Incorporation Massachusetts

Principal Place of Business 31 Smith Place, Cambridge, MA 02138

Tel. (617) 682-1830

Qualified in Massachusetts Yes X No

Principal Place of Business in MA 31 Smith Place, Cambridge, MA 02138

Tel. (617) 682-1830



31 Smith Place
Cambridge, MA 02138
tel: 617.682.1830
fax: 617.492.0344

Town of Natick

RFP: Ambulance Billing Services –
Non-Price Proposal

October 28, 2022

By



31 Smith Place
Cambridge, MA 02138

PROEMSSOLUTIONS.COM



31 Smith Place
Cambridge, MA 02138
tel: 617.682.1830
fax: 617.492.0344

October 28, 2022

Town of Natick
c/o Procurement Officer Natick Public Works
75 West Street
Natick, MA 01760

Thank you for the opportunity to submit this proposal to the Town of Natick for comprehensive Ambulance Billing and Collection services. Please accept this LETTER OF TRANSMITTAL which has been signed by the individual authorized to negotiate for and contractually bind Pro EMS Solutions (Tax ID: 26-2738806). This offer is effective for at least sixty (60) calendar days from the deadline for the submission of proposals.

Pro EMS Solutions was launched by Bill Mergendahl, CEO of Professional Ambulance, and is built on our extensive experience as an EMS provider in a patient-focused, well-funded, efficient EMS system. Pro EMS Solutions offers a platform that is unique to the EMS industry. Our billing, technology, and administrative services are efficient, cost-effective, and designed to ultimately increase the revenue of our client systems from improvements made to billing practices.

Pro EMS has developed a national reputation within the EMS and Fire Service community for implementing new programs and clinical sophistication. This reputation provides a competitive advantage as we have been recognized for our many successful partnerships with public, private, and non-profit organizations. Pro EMS Solutions has never been involved in litigation or received a corporate complaint.

We endeavor to continually improve the billing function by deploying models and practices that recover funds more closely reflecting the cost of providing the services. These enhancements, along with the addition of Patient Satisfaction Surveys will help us all work toward one common goal – to create a sustainable EMS system to efficiently deliver the best possible pre-hospital care to the citizens of Natick. We will reconcile financial accounts monthly to the full satisfaction of the Town of Natick.

Pro EMS Solutions is fully committed to continue providing Natick with outstanding services related to Ambulance Billing. Bill Mergendahl, Pro EMS Solution's CEO, will provide the day to day oversight necessary to ensure the Town of Natick receives the full attention of Pro EMS Solutions.

We would welcome the opportunity to incorporate our products and services into the Town of Natick's EMS system. Again, thank you for your consideration and we look forward to speaking with you further about the opportunity to work together.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bill Mergendahl".

Bill Mergendahl, JD, EMT-P
Chief Executive Officer

PROEMSSOLUTIONS.COM

**Town of Natick
Natick, Massachusetts**

REQUEST FOR PROPOSALS

FOR

AMBULANCE BILLING SERVICES

PROPOSALS DUE:

**October 28, 2022, 9:00 A.M. LOCAL TIME
Late Proposals Will Be Rejected**

DELIVER COMPLETED PROPOSALS TO:

**Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438**

NOTICE TO PROPOSERS

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for ambulance billing services in the Town of Natick. The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 11, 2022. Two (2) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, “RFP: Ambulance Billing Services – Price Proposal” and “RFP: Ambulance Billing Services – Non-Price Proposal” will be received until 9:00 A.M. local time, October 28, 2022, at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760. Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. All Proposals shall comply with the RFP issued by the Town of Natick, including, without limitation, Section 1, Instructions to Proposers, and Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals. Award of a contract shall be subject to appropriation and shall be subject to vote by the Natick Select Board.

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I. INTRODUCTION

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for ambulance billing services in the Town of Natick. For a full description of such services, please refer to Section III (A) of the Request for Proposals (“RFP”).

The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 11, 2022.

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) by email to bleblanc@natickma.org on October 18, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Two (2) copies of each sealed Proposal, as described above, contained in separately sealed envelopes marked, respectively, “RFP: Ambulance Billing Services – Price Proposal” and “RFP: Ambulance Billing Services – Non-Price Proposal” will be received until 9:00 A.M. local time, October 28, 2022, at this address:

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope.

Each Proposer’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Please refrain from using staples and binders, if this is at all possible.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town will not reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR AMBULANCE BILLING SERVICES – PRICE PROPOSAL" or "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR AMBULANCE BILLING SERVICES - NON-PRICE PROPOSAL." No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) by email to bleblanc@natickma.org on October 18, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

III. BACKGROUND

A. Description of Work

Pursuant to this RFP, the Successful Proposer shall provide all labor and materials for the following services:

1. EMS billing, collections and reimbursement reporting services
2. EMS billing and collection consulting
3. EMS patient satisfaction data collection and reporting
4. Cardiac Arrest data collection, database management and reporting
5. Hosted Electronic Patient Care Reporting (ePCR) including data hosting, storage transfer to hospitals including sufficient hardware for regular operations
6. Provide a data surveillance system that automatically detects specifically designated parameters for a range of public health concerns for emergency services when used in conjunction with proposers ePCR system.

The Town of Natick is a community with a population of approximately 36,000 residents. The Town covers 16.1 square miles of land and lies halfway between the cities of Boston and Worcester Massachusetts. Natick is comprised of residential, commercial, and large tracts land. This includes undeveloped land, farms, new residential and commercial development, including state forest, the Charles River/South Natick Dam, Fisk Pond, Dug Pond, Memorial Beach, and Lake Cochituate. Natick is home to various retail shops including "The Natick Collection Mall." The Town of Natick has multiples skilled nursing facilities, three urgent care centers, two outpatient surgical centers, a 150 bed inpatient psychiatric hospital and multiple businesses. There are two Military operated facilities, U.S Army Natick Solider Research, Development and Engineering Center and the Natick Readiness Center operated by the U.S National Guard. The Town has several elementary, middle schools and Natick High School that hosts over 1,600 students annually. Transportation routes include several miles of interstate and state highways that pass through the town, as well as several miles of railroad; one of which is a high speed commuter rail line operated by KEOLIS/AMTRAK and the MBTA. The governing body for the town is an elected five-member Select Board that works in cooperation with an appointed full-time Town Administrator, and two (2) Deputy Town Administrators.

The Natick Fire Department is a full service fire department that provides 24/7 advanced life support ambulance service. Fire Administration consists of one Fire Chief, one Deputy Fire Chief that oversees Administration and EMS, one Advanced Life Support Coordinator, and two Administrative Secretaries who work full-time hours Monday through Friday. The Emergency Operations Division consists of 84 full-time personnel covering four work groups, each of which is made up of: one Deputy Chief (shift commander), a Captain or Lieutenant (company officer) staffing each fire suppression vehicle consisting of an 18 person shift. Two shift personnel are also designated as Firefighter/EMS providers. There is one fire station that department members respond from which houses two advanced life support ambulances. Natick Fire and EMS responds to approximately 5,500 calls for service each year with approximately 3,900 being medical related. The department also provides mutual aid to the surrounding communities on a frequent basis.

The Town of Natick is seeking proposals from qualified firms to provide comprehensive EMS administrative services including EMS clinical, operational, consulting, and billing services. The Town of Natick will review the proposals and expects to award contract for a (3) year period. It is the intent of the Town of Natick to award a single contract for all services within the request for proposals and/or any other services submitted, to one vendor who can perform all outlined functions.

Due to the technical nature of the services required under the proposed contracts, the Town of Natick has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B, Section 6. Such a process will enable the Town of Natick to evaluate the combination of knowledge and experience of the contractor and their ability to carry out the contract requirements. Because the EMS billing and collection service and consultancy component is an important part of the Town of Natick overall financial health, it is important that the Town of Natick has the ability to select the most advantageous proposal on the basis of technical expertise, experience and cost. The Request for Proposal (RFP) process will enable the Town of Natick to assign higher ratings to vendors who can demonstrate knowledge, ability and prior experience in providing similar services.

A. Billing, Collection and Reporting

The Successful Proposer shall:

a) Receive patient care reports, face sheets, demographic information, and proper patient signatures from the Town of Natick Fire Department and process information on individual parties, insurance companies, Medicare and Medicaid.

RESPONSE: Pro EMS Solutions is able to meet this requirement and will work with the Town of Natick Fire Department to continually review and improve the systems for which patient information is securely collected and then used in the reimbursement process.

b) Verify demographic information prior to billing using available resources including subscription services, hospital verification or information obtained through "face sheet" demographics obtained by The Town of Natick Fire Department.

RESPONSE: Pro EMS Solutions routinely utilizes various systems for the verification of demographic and insurance information prior to assure accuracy. Pro EMS Solutions also utilizes Zoll's integrated eligibility for RescueNet Billing, which goes beyond the usual subscription services in that it is integrated into the software and provides results in seconds without lengthy and time consuming searches.

c) Offer a process that shall provide follow up billing to include using database searches with subscription services, hospital follow up or phone calls to locate patient information including insurance eligibility in a timely manner.

RESPONSE: Pro EMS Solutions routinely utilizes various systems for the verification of demographic and insurance information prior to assure accuracy. Pro EMS Solutions also utilizes Zoll's integrated eligibility for RescueNet Billing, which goes beyond the usual subscription services in that it is integrated into the software and provides results in seconds without lengthy and time consuming searches.

d) Prepare monthly reports of all account activity presented in a uniform and easily understood format so that financial, billing and collection data can be benchmarked and financial goals can be reviewed.

RESPONSE: Pro EMS Solutions is able to produce monthly reports which will provide easily understood and reconcilable data for all billing activity. The reports submitted will be in a format which has been reviewed by municipal accountants and is designed to provide municipal finance departments with the most relevant financial information.

e) Furnish an assigned project manager to the Town of Natick and provide the attention and specialized service necessary for the Natick Fire Department.

RESPONSE: William Mergendahl will be assigned to provide any specialized attention to the Town of Natick.

f) Maintain the highest billing compliance standards possible in partnership with the Town of Natick, including assurance that all Medicare, Medicaid guidelines are met at all times. The Natick Fire Department will meet compliance standards and participate in improvement activities. All third party reimbursements shall be tracked individually and in aggregate with full reporting capability to measure billing and collection performance.

RESPONSE: Pro EMS Solutions will work with Town of Natick to develop and produce the strongest compliance program which includes the partnership necessary between the field providers and the billing office. Pro EMS Solutions is working with many other municipal Fire Departments to provide full Medicare/Medicaid compliance.

A. EMS Billing and Collection Consulting

The Successful Proposer shall provide to the Town of Natick Fire Department quantitative analysis of current billing functions using industry accepted metrics for periodically measuring, analyzing and controlling the billing and collection functions. The consultancy shall fully explain any recommended changes to improve revenues, operations or systematic review methods, including reporting and review schedules. The consultancy shall be targeted to system changes and policies that are attainable, measurable, and longstanding. It will be expected that recommendations to improve financial strength shall be frontloaded during the initial contract cycle but additional changes for maintenance or to adapt to changing regulations and applicable laws may be required. All recommendations shall be specific to the Natick Fire Department.

The consultancy shall be directly related to the financial sustainability of the Town of Natick and efficiency of the billing and collection of EMS revenues. Consulting services shall include analysis of past practices and recommendations for improvement strategies to improve overall financial health of the Town of Natick. The Successful Proposer shall be responsible to assist the Town of Natick in attaining the highest allowable revenue to sustain EMS services and improve overall health of the Town of Natick.

The Successful Proposer shall identify, explain and propose an initial timeline for any recommended implementation strategies to the Natick Fire Department. It will be understood that a partnership between the Town of Natick and the Successful Proposer will be necessary to complete implementation of many strategies.

RESPONSE: Pro EMS Solutions has demonstrated knowledge and experience in fully

implementing best practices for EMS billing. There is no firm timeline for implementation. This process is an ongoing process beginning at day one and continuing throughout our relationship.

We have successfully improved the financial standing of EMS systems and have been successful in maintaining current understanding of all laws pertaining to billing and collection processes. Pro EMS Solutions maintains a relationship with the preeminent EMS law firm of Page, Wirth, and Wolfberg to continually remain current with all best practices. Pro EMS Solutions has actively recommended changes to rates, operations and other EMS functions in order to improve system sustainability.

Pro EMS Solutions can provide several examples of this knowledge and experience. One example is that of the Town of Medway. Upon beginning work as the ambulance billing provider for the Town of Medway a significant number of changes were undertaken to improve the billing function. Pro EMS Solutions worked with the Town of Medway to analyze and change the fee structure improving the revenue structure dramatically. Additionally, Pro EMS Solutions worked with the Town of Medway in cancelling inappropriate managed care contracts where the Town is exclusively an emergency ambulance provider. Pro EMS Solutions also undertook several projects for the Town of Medway related to the possibility of expanding operations to the ALS level and analysis of mutual aid resources. Metrics, including but not limited to, an analysis of the net revenue per transport and ALS/BLS levels of care were critical to this project. The Town of Medway has seen significant financial improvement during the time of Pro EMS Solutions work with the Town.

Pro EMS Solutions has also worked continually with the nine Towns of the CMERA EMS system. We have provided constant analysis and performance metrics to all participating Towns and system participants over the last six years. Pro EMS Solutions has produced regular reports on various financial, clinical, and operational metrics to the CMERA Executive Board and to all participating Towns. All nine Towns have seen demonstrated financial improvement over this time period.

We have the expertise and experience needed to look at all of the points where your operations meet administration and billing to capture data and increase revenue without increasing costs. The cohesion of the system and the enthusiastic partnership will lead to the scrutiny and improvement of the system. Together we will find operational efficiencies, share our experience, and apply best practices within your EMS system. Our management team is committed to this project and the success of Natick. The team is comprised of experienced staff who provide EMS billing and EMS operations personnel who know how the two must work together.

B. EMS Patient Satisfaction Data Collection and Reporting

The Successful Proposer shall provide a patient satisfaction survey and shall provide reporting, enabling to the Natick Fire Department to quantify data associated with patient contact and patient perception regarding level of service provided. Survey data must be capable of being tied back to, or associated with the specific run number allowing the capture of data on specific crew members. The patient satisfaction survey responses and data shall not be limited to general system-wide information but rather

must be specific and accountable to specific run or call. The patient satisfaction survey system must have the capability to capture and report specific patient comments. The system for aggregating this data shall be capable of benchmarking the results for the Natick Fire Department against other EMS agencies and previous periods.

RESPONSE: In our commitment to customer service and patient satisfaction, we work with Feedback Innovations to provide 100% of patients who are transported with an opportunity to complete a customer satisfaction survey, rating both the care provided by EMS personnel and the professionalism of the billing specialists. The survey results are benchmarked against over 38 other EMS agencies. Refer to Appendix A and B for examples.

Feedback Innovations, a company specializing in patient satisfaction surveys, provides emergency medical services (EMS) agencies with the most comprehensive program for evaluating patient satisfaction and the quality of pre-hospital care. Our assessment of service quality is a valuable system for our clients, who are committed to upholding the highest standards of patient care by offering best-in-class EMS.

Pro EMS Solutions and many other ambulance providers use the Feedback Innovations system to collect and analyze data from every EMS call, and benchmark their results to an industry specific EMS database. This powerful tool allows our clients to objectively and accurately assess the performance of their service and employees, including EMTs and paramedics. It also helps them identify ways to improve the efficiency and quality of their operations or cite excellence in customer service.

After every EMS call, patients are sent a patient satisfaction survey of 20 questions that asks about the quality of dispatch services, communications with the EMS providers, medical care, billing and service quality. For each question, patients can choose among five answers: "Very Good", "Good", "Fair", "Poor" and "Very Poor." Patients can also include comments. Results of the surveys are then compiled into two reports. These reports provide the basic, statistical data from patients' answers. This data is your service's vital signs. The report compares them to how you scored in the past and how your competitors have scored. A second report is dedicated to patient comments.

C. Cardiac Arrest Data Collection, Database Management and Reporting

The Successful Proposer shall provide and manage a cardiac arrest database for the Natick Fire Department. This database will include all elements and reporting requirements of the Utstein style template and Cardiac Arrest Registry to Enhance Survival (CARES see www.mycares.net) to analyze out of hospital cardiac arrest data in the EMS system.

The Successful Proposer shall provide clinical database of all data related to the Cardiac Arrests within the system. This data collection system shall be able to collect data, benchmark results and allow for comparison of local data to local, state and national results. The Successful Proposer shall be responsible for the data entry necessary to maintain high quality data for cardiac arrest outcomes.

RESPONSE: Pro EMS Solutions will collect all necessary information from Natick Patient Care Reports (PCRs) and provide all necessary management and data input to participate in the CARES (Cardiac Arrest Registry Enhanced Survival) database. The collection of the necessary data fields will be done through the electronic PCR system and input by Pro EMS Solutions clinical improvement director or designee. The CARES database allows for measurement, comparison, and benchmarking of Natick Fire for comparison against state and national results. Pro EMS Solutions will manage and maintain high quality data for cardiac arrest.

D. Hosted Electronic Patient Care Reporting (ePCR)

Hosting: The Successful Proposer shall provide ePCR as a fully hosted solution which has all appropriate securities and safeguards. The hosted ePCR system shall be turn-key including all necessary hardware, software, support and training. The hosting provider must ensure secure data transmission from mobile units back to the server environment.

Response: Pro EMS Solutions will supply four (4) ruggedized Microsoft Surface tablet computers with the Zoll RescueNet ePCR application installed and appropriately licensed. In the event of a hardware failure, Pro EMS Solutions will ship a new device overnight as a replacement until the original device can be repaired or replaced. Completed patient care reports will be sent via fax server to the receiving facility in a timely manner once the PCR has been submitted by the provider. Additionally, all patient care reports are available to configured management personnel via an online portal as soon as the PCR has been completed and uploaded to the server. Pro EMS Solutions has the ability to utilize both Department Wi-Fi as well as the Verizon LTE Network, coverage permitting.

a) Electronic Patient Care Reporting (ePCR): ePCR shall be a stable commercially available, easy to use, comprehensive mobile reporting application for data entry, storage, manipulation and reporting of patient care information. Electronic data entry shall be easily completed and software shall be formatted in an intuitive format to simplify training requirements and implementation.

RESPONSE: Pro EMS Solutions provides turn-key solutions, including the necessary hardware, software, support and training, to create a smooth transition from paper or another ePCR system. Pro EMS Solutions will provide Zoll Data Systems ePCR preconfigured with department specific information as the software allows.

Pro EMS provides on-site training with a hands-on interactive module. Training in proper run documentation techniques and software usage maximizes the ability to bill for services and mine data effectively. Training is performed by staff who use the ePCR system daily and have been cross trained to provide instruction.

b) ePCR NEMSIS Compliant: ePCR software shall be fully compliant with current EMS data standards including National Emergency Medical Services Information System (NEMSIS). Compliance shall be at the GOLD level as currently designated at <http://www.nemsis.org/compliantSoftware/GoldCompliant.html>.

RESPONSE: The system is NEMSIS compliant and capable of transmitting MATRIS data required

by the Massachusetts Department of Public Health.

c) Reporting Requirements: Massachusetts Ambulance Trip Record Information System (MATRIS) data must be uploaded on a regular interval, no greater than every seven (7) days, or as required by the Massachusetts Office of Emergency Medical Services (OEMS).

RESPONSE: All emergency service providers are required to submit call-related information to the state of Massachusetts via MATRIS, the Massachusetts Ambulance Trip Record Information System. Pro EMS Solutions will configure the Natick ePCR system to record all required, standardized fields and upload the data daily through the MATRIS Service Bridge. This is an automated process which occurs each day.

d) Hardware Requirements: The ePCR application will be loaded onto ruggedized devices and deployed to the Natick Fire Department. The Successful Proposer shall include a system to effectively deal with hardware malfunctions by means of additional pre-configured spare devices in order to provide quick replacements for any malfunctioning units. Each "tablet" will allow for the entering of information into the PCR with easy touch-screen entry that can be done in the field. Once all required fields have been satisfied and the PCR has been completed, all PCR data must be transmitted in a timely manner to the receiving facility as deemed appropriate by the facility.

RESPONSE: Our ePCR solution is deployed utilizing the most appropriate ruggedized Windows device to fit your company's needs. The devices, which can be configured with an internal broadband card or Wi-Fi access, include access to the Emergency Response Guidebook (ERG), NIOSH Guide, as well as statewide protocols, and have the ability to upload from any of the 3 major monitor manufactures. The tablets are secured with double password access, encryption, as well as the ability to remotely delete sensitive information in the event of loss or theft.

All devices offer easy touch-screen data entry for field providers. Once all required fields are completed, the tablet sends the record to the server and the report is automatically faxed to the receiving facility. This process allows the ambulance to leave the hospital and return to service more quickly than the paper process.

e) Connectivity: The hosted system shall be configured to connect to servers using both high speed cellular networks and secure 801.11a/b/g Wi-Fi, allowing for a maximum of wireless coverage. All service fees relating to the connectivity of the devices are paid for by the Town of Natick.

RESPONSE: The devices, which can be configured with an internal broadband card or Wi-Fi access, include access to the Emergency Response Guidebook (ERG), NIOSH Guide, as well as standing protocols, and have the ability to upload from any of the major monitors.

f) Servers: All servers shall be designed with high availability redundancies at every possible stage. Hosted servers are to be secured behind multiple layers of physical and data security. Connectivity to the hosted environment shall be maintained by multiple high speed providers. A thorough review of these systems and facility shall be available to the Town of Natick.

RESPONSE: We have a two tiered back up strategy in place. Our primary focuses on leveraging

VMware and their suite of services, including but not limited to, vCenter, VMotion, and Site Recovery Manager (SRM) to maintain the highest uptime possible due to hardware or physical structure failure. We have multiple data connections into our primary data center with a border gateway protocol (BGP) session to reduce the chance of a network outage. All of the data is securely transmitted to our colocation facility where our infrastructure has been completely replicated. In the event of a failure, the colocation facility will initiate a predefined recovery plan to replace the network at our primary location. The second tier includes a traditional backup schema where all data is backed up onto a physical array of drives and kept for a predetermined amount of time based on significance. Information that requires long term storage is then written to tape and stored in a fireproof safe.

g) ePCR Training for Personnel: The Successful Proposer shall provide training to Ambulance personnel on proper documentation of ambulance transports using ePCR. Training shall be provided with similar hardware as what is to be used after ePCR deployment has been completed. Training shall be in proper documentation techniques to maximize the ability for the Natick Fire Department managers and leadership team to both bill and mine data effectively.

RESPONSE: Pro EMS shall provide training to ambulance personnel on the proper documentation of ambulance reports using ePCR. Training shall be conducted with similar hardware as what is used after ePCR deployment has been completed. Training shall be proper documentation techniques to maximize the ability of the Natick Fire Department managers and leaders to bill and mine data effectively.

h) Web PCR: The Successful Proposer shall be able to provide a web based PCR review system which will facilitate the clinical and signature compliance follow-up for any run generated as a PCR. The system shall be and capable of adding appropriate system users outside the Natick Fire Department such as hospital staff, physicians, Hospital EMS Coordinators, etc. The system shall be fully capable of requesting specific feedback for tagged calls and accept feedback into the system in a secure environment. Web based system shall include a simplified search function which shall be fully integrated into CQI system, enabling full search criteria including fields within the database. The Successful Proposer shall perform QI/QA documentation review in conjunction with Natick Fire Department EMS management.

RESPONSE: Zoll Data's WebPCR is only one of a myriad of web based utilities utilized by Pro EMS Solutions to enable the management of your company to easily monitor and QA reports submitted by road staff. Web PCR was implemented to allow managers to login through a secured portal to search and view reports with ease as well as follow up if necessary. Additionally, the web based system can also be shared with physicians at the receiving facilities to facilitate immediate clinical follow-up. Pro EMS Solutions shall perform QI/QA documentation review in conjunction with Natick Fire Department EMS management.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

E. First Watch for Situational Awareness and Early Event Notification

a) The Successful Proposer shall provide a First Watch data surveillance system and early warning software (or equivalent software) system that automatically detects specifically designated parameters in real-time for a range of public health and safety concerns for emergency services and hospitals when used in conjunction with the Successful Proposer's ePCR system. The FirstWatch system is used to increase situational awareness in the Communications Center and throughout our Organization. The system is configured to monitor the ePCR system and warn of emerging health threats or possible WMD/Bioterrorism activity by monitoring real-time data for statistically significant occurrences or trends. When a possible threat or other qualifying event is detected, the system alerts by sending messages, maps showing the distribution of suspicious events, and other details, via e-mail, pager, SMS or fax. The information is used to determine the nature and significance of the trend and, if necessary, take appropriate steps to protect the public. The software is also used to identify trends and events that are non-threatening and non-emergent in nature but of interest to those involved with community health initiatives.

RESPONSE: Pro EMS Solutions will provide FirstWatch and interface it with ePCR technology of Natick Fire. The software will automatically fire preconfigured operational alerts in real-time for a range of public health and safety concerns for emergency services, hospitals and homeland security.

b) The surveillance system shall be capable of providing data and alerts based upon the hosted electronic patient care reporting system. Immediate notifications are sent via email to notify applicable supervisory staff of a possible trend or event occurring in the service area. This technology proves valuable in monitoring healthcare issues and trends such as opioid overdoses and stroke alerts in real-time, along with email triggers if desired.

RESPONSE: FirstWatch will be configured to monitor the Natick Fire electronic patient care reporting systems, specifically RescueNet Tablet PCR. When keywords, previously determined by Pro EMS Solutions for Natick, appear in the run reports, FirstWatch is immediately triggered to capture data about that patient. Immediate notifications are sent via email or text to notify your supervisory staff of a possible event occurring in the service area. This technology proves valuable in monitoring healthcare issues and trends such as opioid overdoses, stroke alerts to receiving facilities or other triggers.

B. Successful Proposer's Personnel

The Successful Proposer shall be responsible for any training of his/her/its personnel. The Successful Proposer's personnel shall be adequately trained by the Successful Proposer, shall be experienced in the provision of services specified in this RFP, and shall be of good moral character. All of the Successful Proposer's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

RESPONSE: Pro EMS Solutions Understands and Agrees. See Appendix H

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

The Successful Proposer shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.

RESPONSE: See Appendix D

2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Proposer will update this list whenever there is a change in personnel.

RESPONSE: Pro EMS Solutions Understands and Agrees. See Appendix D

IV. PROPOSAL SUBMISSION REQUIREMENTS

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The Price Proposal Form shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

The total price shall be a fixed percentage for all work performed and shall be all inclusive including travel, printing, telephone and any other outside expense.

RESPONSE: Pro EMS Solutions Understands and Agrees

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

RESPONSE: See Letter of Transmittal

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of

Town of Natick, Massachusetts
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the information included.

RESPONSE: Pro EMS Solutions Understands and Agrees. See Table of Contents.

C. A Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

RESPONSE: Pro EMS Solutions was launched by Bill Mergendahl, CEO of Professional Ambulance, and is built on our extensive experience as an EMS provider in a patient-focused, well-funded, efficient EMS system. Pro EMS Solutions offers a platform that is unique to the EMS industry. Our billing, technology, and administrative services are efficient, cost-effective, and designed to ultimately increase the revenue of our client systems from improvements made to billing practices.

Pro EMS has developed a national reputation within the EMS and Fire Service community for implementing new programs and clinical sophistication. This reputation provides a competitive advantage as we have been recognized for our many successful partnerships with public, private, and non-profit organizations. Pro EMS Solutions has never been involved in litigation or received a corporate complaint.

We endeavor to continually improve the billing function by deploying models and practices that recover funds more closely reflecting the cost of providing the services. These enhancements, along with the addition of Patient Satisfaction Surveys will help us all work toward one common goal – to create a sustainable EMS system to efficiently deliver the best possible pre-hospital care to the citizens of Natick. We will reconcile financial accounts monthly to the full satisfaction of the Town of Natick.

Pro EMS Solutions is fully committed to continue providing Natick with outstanding services related to Ambulance Billing. Bill Mergendahl, Pro EMS Solution's CEO, will provide the day-to-day oversight necessary to ensure the Town of Natick receives the full attention of Pro EMS Solutions.

D. Other Documents.

Each Proposer shall submit the following:

- 1) A fully executed Certificate of Non-Collusion (Attachment B).

RESPONSE: See Appendix G

- 2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).

RESPONSE: See Appendix G

- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).

RESPONSE: See Appendix G

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

- 4) A fully executed Certificate of Corporate Proposer (Attachment E).

RESPONSE: See Appendix G

- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).

RESPONSE: See Appendix G

- 6) A fully executed Certificate of Non-Debarment (Attachment G).

RESPONSE: See Appendix G

- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.

RESPONSE: Pro EMS Solutions will provide the required insurance upon the award of contract.

- 8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.

RESPONSE: See Appendix D

- 9) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel.

RESPONSE: See Appendix D

- 10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.

RESPONSE: Pro EMS Solutions has demonstrated knowledge and experience in fully implementing best practices for EMS billing. There is no firm timeline for implementation. This process is an ongoing process beginning at day one and continuing throughout our relationship.

We have successfully improved the financial standing of EMS systems and have been successful

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

in maintaining current understanding of all laws pertaining to billing and collection processes. Pro EMS Solutions maintains a relationship with the preeminent EMS law firm of Page, Wirth, and Wolfberg to continually remain current with all best practices. Pro EMS Solutions has actively recommended changes to rates, operations and other EMS functions in order to improve system sustainability.

Pro EMS Solutions can provide several examples of this knowledge and experience. One example is that of the Town of Medway. Upon beginning work as the ambulance billing provider for the Town of Medway a significant number of changes were undertaken to improve the billing function. Pro EMS Solutions worked with the Town of Medway to analyze and change the fee structure improving the revenue structure dramatically. Additionally, Pro EMS Solutions worked with the Town of Medway in cancelling inappropriate managed care contracts where the Town is exclusively an emergency ambulance provider. Pro EMS Solutions also undertook several projects for the Town of Medway related to the possibility of expanding operations to the ALS level and analysis of mutual aid resources. Metrics, including but not limited to, an analysis of the net revenue per transport and ALS/BLS levels of care were critical to this project. The Town of Medway has seen significant financial improvement during the time of Pro EMS Solutions work with the Town.

Pro EMS Solutions has also worked continually with the nine Towns of the CMERA EMS system. We have provided constant analysis and performance metrics to all participating Towns and system participants over the last six years. Pro EMS Solutions has produced regular reports on various financial, clinical, and operational metrics to the CMERA Executive Board and to all participating Towns. All nine Towns have seen demonstrated financial improvement over this time period.

We have the expertise and experience needed to look at all of the points where your operations meet administration and billing to capture data and increase revenue without increasing costs. The cohesion of the system and the enthusiastic partnership will lead to the scrutiny and improvement of the system. Together we will find operational efficiencies, share our experience, and apply best practices within your EMS system. Our management team is committed to this project and the success of Natick. The team is comprised of experienced staff who provide EMS billing and EMS operations personnel who know how the two must work together.

- 11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.

RESPONSE: See Appendix E

- 12) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.

RESPONSE: See Appendix F, Appendix H, Appendix I, Appendix H, Appendix K

- 13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

the performance of services by the Proposer.

RESPONSE: Pro EMS Solutions has no litigation against our firm.

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the Comparative Evaluation Criteria detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;
- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1. Quality and Depth of Work Experience

Highly Advantageous – The proposal demonstrates experience with ten (10) or more similar projects.

Advantageous – The proposal demonstrates experience with five (5) to nine (9) similar projects.

Not Advantageous – The proposal demonstrates experience with four (4) or fewer similar projects.

RESPONSE: Pro EMS Solutions currently represents 39 clients. Please see Appendix C.

2.2. Qualifications of the Proposer

Highly Advantageous – The proposer's résumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

Advantageous – The proposer's résumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational

Town of Natick, Massachusetts
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background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The proposer's résumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

RESPONSE: See Appendix D

2.3. Desirability of approach to the work, demonstrated understanding of the community's needs, and proposer's ability to undertake and complete this work.

Highly Advantageous – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

Advantageous – The proposal does not meet the above category for highly advantageous, but demonstrates an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work.

Not Advantageous – The proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements.

RESPONSE: Pro EMS Solutions has demonstrated knowledge and experience in fully implementing best practices for EMS billing. There is no firm timeline for implementation. This process is an ongoing process beginning at day one and continuing throughout our relationship.

We have successfully improved the financial standing of EMS systems and have been successful in maintaining current understanding of all laws pertaining to billing and collection processes. Pro EMS Solutions maintains a relationship with the preeminent EMS law firm of Page, Wirth, and Wolfberg to continually remain current with all best practices. Pro EMS Solutions has actively recommended changes to rates, operations and other EMS functions in order to improve system sustainability.

Pro EMS Solutions can provide several examples of this knowledge and experience. One example is that of the Town of Medway. Upon beginning work as the ambulance billing provider for the Town of Medway a significant number of changes were undertaken to improve the billing function. Pro EMS Solutions worked with the Town of Medway to analyze and change the fee structure improving the revenue structure dramatically. Additionally, Pro EMS Solutions worked with the Town of Medway in cancelling inappropriate managed care contracts where the Town is exclusively an emergency ambulance provider. Pro EMS Solutions also undertook several projects for the Town of Medway related to the possibility of expanding operations to the ALS level and analysis of mutual aid resources. Metrics, including but not limited to, an analysis of the net revenue per transport and ALS/BLS levels of care were critical to this project. The Town of

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

Medway has seen significant financial improvement during the time of Pro EMS Solutions work with the Town.

Pro EMS Solutions has also worked continually with the nine Towns of the CMERA EMS system. We have provided constant analysis and performance metrics to all participating Towns and system participants over the last six years. Pro EMS Solutions has produced regular reports on various financial, clinical, and operational metrics to the CMERA Executive Board and to all participating Towns. All nine Towns have seen demonstrated financial improvement over this time period.

We have the expertise and experience needed to look at all of the points where your operations meet administration and billing to capture data and increase revenue without increasing costs. The cohesion of the system and the enthusiastic partnership will lead to the scrutiny and improvement of the system. Together we will find operational efficiencies, share our experience, and apply best practices within your EMS system. Our management team is committed to this project and the success of Natick. The team is comprised of experienced staff who provide EMS billing and EMS operations personnel who know how the two must work together.

2.4. Overall Quality of Client References

Highly Advantageous – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

Advantageous – Not used.

Not Advantageous – One (1) or more references stated that there had been difficulty with the proposer's ability to deliver the contracted services and deliverables.

RESPONSE: See Appendix E

2.5. Completeness and Quality of Proposal

Highly Advantageous – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town.

Advantageous – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness.

Not Advantageous – The proposal is not complete, informative, and responsive.

A proposal that fails to meet any of the minimum submission requirements shall be deemed Unacceptable (U) in all of the above categories.

RESPONSE: Pro EMS Solutions Understands and Agrees

VI. PROPOSAL SUBMISSION

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

Two (2) copies of each sealed Proposal, in separate envelopes, as described above, shall be submitted by 9:00 A.M. LOCAL TIME, October 28, 2022, to this address:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. After this time, they will be opened in confidence. Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.

RESPONSE: Pro EMS Solutions Understands and Agrees

VII. INTERVIEWS

After review of the technical proposals, the Screening Committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

RESPONSE: Pro EMS Solutions Understands and Agrees

VIII. FINAL SELECTION AND AWARD

The Screening Committee will review the non-price proposals. The Screening Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above. The Screening Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Screening Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Screening Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Screening Committee will make a recommendation to the Procurement Officer, to the Natick Town Administrator, and to the Natick Select Board concerning which Proposal, if any, the Town should accept. The Natick Select Board will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

RESPONSE: Pro EMS Solutions Understands and Agrees

IX. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations,

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

RESPONSE: Pro EMS Solutions Understands and Agrees

X. INSURANCE

The Successful Proposer shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

RESPONSE: Pro EMS Solutions will provide the required insurance upon the award of contract.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

RESPONSE: Pro EMS Solutions Understands and Agrees

XII. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIV. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town of Natick and the Successful Proposer and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay,

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

holiday pay, health insurance, life insurance, pension or deferred compensation.

RESPONSE: Pro EMS Solutions Understands and Agrees

XV. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

RESPONSE: See Appendix H

XVI. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

RESPONSE: Pro EMS Solutions Understands and Agrees

XVII. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

RESPONSE: Pro EMS Solutions Understands and Agrees

XVIII. INDEX OF ATTACHMENTS

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

Attachment A - Price Proposal Form
Attachment B - Certificate of Non-Collusion
Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
Attachment D - Conflict of Interest Certification (M.G.L. c.268A).
Attachment E - Certificate of Corporate Proposer
Attachment F - Certificate of Compliance with M.G.L. c. 151B
Attachment G - Certificate of Non-Debarment
Attachment H - Form of Contract



Town of Medway Patient Satisfaction Comments Report

Surveys Received 2015-07-01 through 2015-09-30

Feedback
Innovations

P.O. Box 100, Andover, MA 01810 | (844) 340-6060 | Feedback-Innovations.com

Patient Satisfaction Comments Report

1.0. Executive Summary

Surveys Received 2015-07-01 through 2015-09-30

- Comments are a qualitative means of determining the satisfaction of patients. They provide insight into what the patients feel are the most important elements of their experience. Comments also show the strengths of service provided, as well as opportunities for improvement.
- Comments are collected during the patient satisfaction survey process. These are presented here in the exact language as submitted to Feedback Innovations. Therefore, the comments may contain misspellings and grammatical errors.

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3.0. Sections

3.1. Dispatch

Transport Date	Run Number	Comment
06/01/2015	227760	EXCELLENT RESPONSE
06/03/2015	238360	I called 911 from my cell phone and the response was very quick and professional
05/30/2015	227710	EXCELLENT HELP
06/14/2015	25743	VERY PROFESSIONAL
06/23/2015	27012	SPOUSE CALLED
07/30/2015	31859	I never spoke with the dispatch, there was a Medway Police Officer on the scene that called the incident in.

3.2. Communication

Transport Date	Run Number	Comment
06/03/2015	238360	I've known the EMS team for years and they were very professional and informed me of what they were doing.
05/30/2015	227710	AGAIN GOOD JOB TO ALL
06/23/2015	27012	SPOUSES OBSERVATIONS. PT DOES NOT REMEMBER MUCH FROM INCIDENT
07/30/2015	31859	The paramedic that arrived on scene first and the ambulance crew were all excellent. As the father and a former EMT I could not have asked for a better crew.

3.3. Medical Care

Transport Date	Run Number	Comment
06/01/2015	227760	VERY PROFESSIONAL
08/01/2014	508030	ALL PERSONNEL WERE PROFESSIONAL AND HELPFUL DURING A VERY STRESSFUL TIME
06/14/2015	25743	VERY COMFORTABLE
06/23/2015	27012	STAFF DID EVERYTHING THAT COULD POSSIBLY BE EXPECTED
07/30/2015	31859	Again, everything was excellent. Their care and concern for my son was excellent and their careful but somewhat conservative care doctrine was much appreciated.



Town of Medway Vital Signs Patient Satisfaction Report

Results of Patient Surveys 07-01-2015 through 09-30-2015

Feedback
Innovations

P.O. Box 100, Andover, MA 01810 | (844) 340-6060 | Feedback-Innovations.com

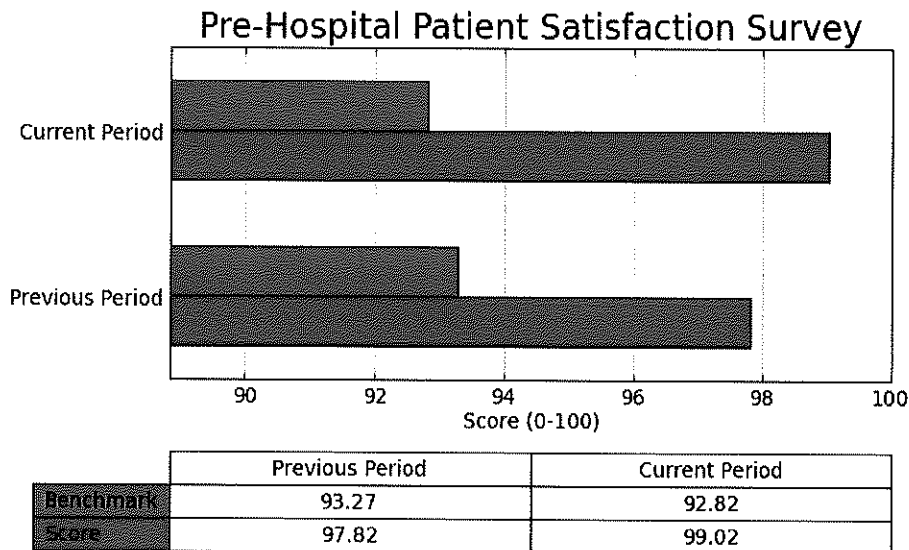
Vital Signs Patient Satisfaction Report

1.0. Executive Summary

Town of Medway received a total of 44 responses for this period. The highest rated section was *Overall*, with a total score of 100.00. The lowest rated section was *Service Quality*, with a total score of 98.50.

- The Overall section had a 0.67% increase this period in *Overall rating of experience* *Valoración general de la experiencia*.
- The Service Quality section had a 0.47% increase this period in *Cleanliness of ambulance* *Limpieza de la ambulancia*. This may be a focus for further improvement.
- Percentile ranking this period is upper 5.5%

Cumulative Score: 99.02



The benchmark is the mean average of all responses for all services in the Feedback Innovations database.

Improvement Priority Ranking

Rank	Question
1	Comfort of ambulance ride Confort durante el viaje en ambulancia
2	Degree to which service was worth the fees Grado en que el servicio es digno de los honorarios
3	Helpfulness of billing personnel Amabilidad del personal de facturación
4	How well your pain was controlled ¿En qué grado se ha controlado su dolor?
5	Your comfort when moved by ambulance staff Su comodidad cuando fue trasladado por el personal del NBEMSI
6	Information given prior to ambulance arrival Información ofrecida antes de la llegada de la ambulancia
7	Cleanliness of ambulance Limpieza de la ambulancia
8	Likelihood of recommending ambulance service Probabilidad de recomendar el servicio
9	Professionalism of person on the phone Profesionalidad de la persona al teléfono
10	Ability of person on phone to meet your needs Capacidad de la persona al teléfono para satisfacer sus necesidades
11	Responsiveness of billing personnel to billing issues Capacidad de respuesta a los problemas de facturación
12	Ambulance staff's efforts to inform you about treatment Los esfuerzos del personal del NBEMSI para informarle sobre el procedimiento
13	Degree ambulance staff took your condition seriously Grado en que el personal del NBEMSI se tomó en serio su condición
14	Degree to which the ambulance staff worked together to care for you Grado en que el personal del NBEMSI trabajó en equipo para cuidar de usted
15	Ambulance staff cared for you as a person Cuidados recibidos por personal del NBEMS
16	Speed in which person on the phone dispatched help Velocidad en que la persona al teléfono envió la ayuda
17	Ambulance staff's concern for your privacy La preocupación del personal del NBEMSI en cuanto a su privacidad

18	Your confidence in skill of ambulance staff Su confianza en la experiencia del personal del NBEMSI
19	Ability of billing personnel to meet your needs Capacidad del personal de facturación para satisfacer sus necesidades
20	Wait time to get an ambulance Tiempo de espera para conseguir una ambulancia

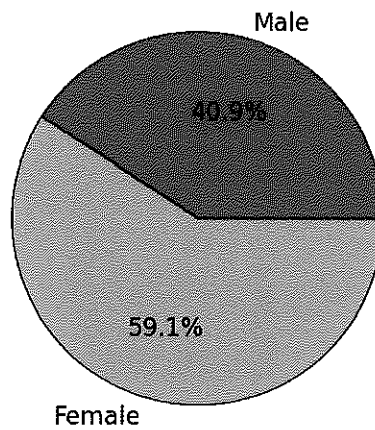
The Improvement Priority Ranking uses a combination of score and correlation to overall satisfaction to determine the most important areas for improvement. The closer to 1 the more important it is to your patients that this aspect of your service be improved upon.

2.0. Table of Contents

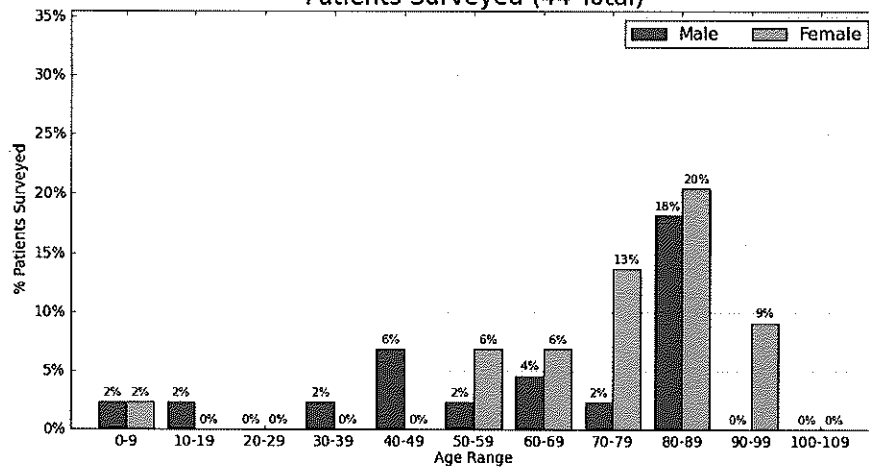
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3.0. Demographic Information

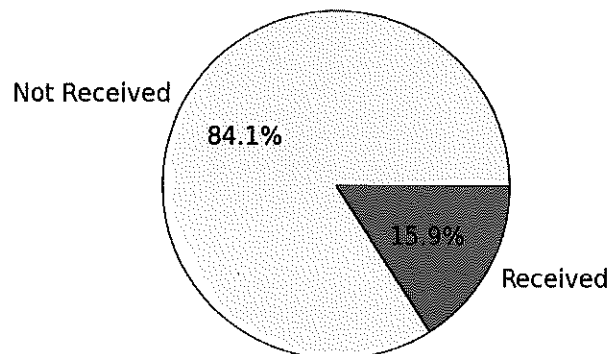
Patients Surveyed (44 Total)



Patients Surveyed (44 Total)



276 total surveys: Received (44) vs. Not Received (232)



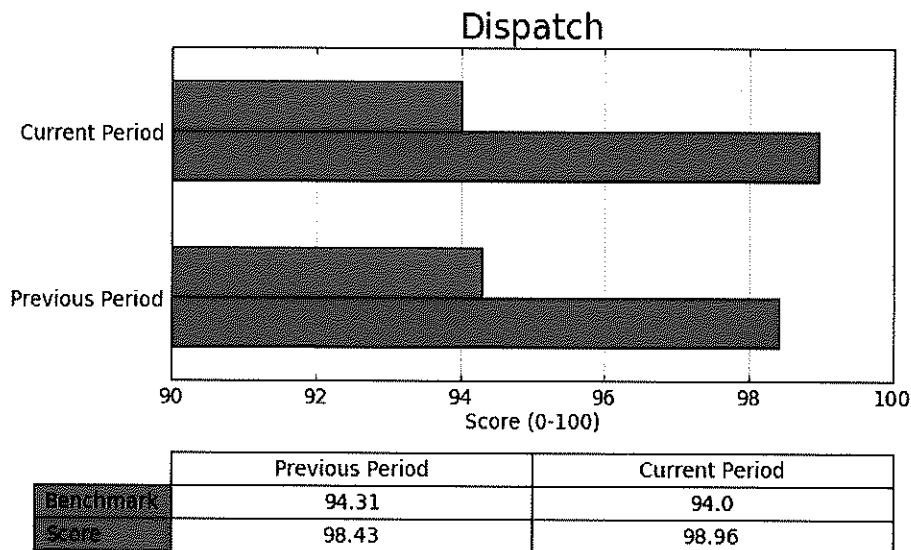
4.0. Sections

4.1. Dispatch

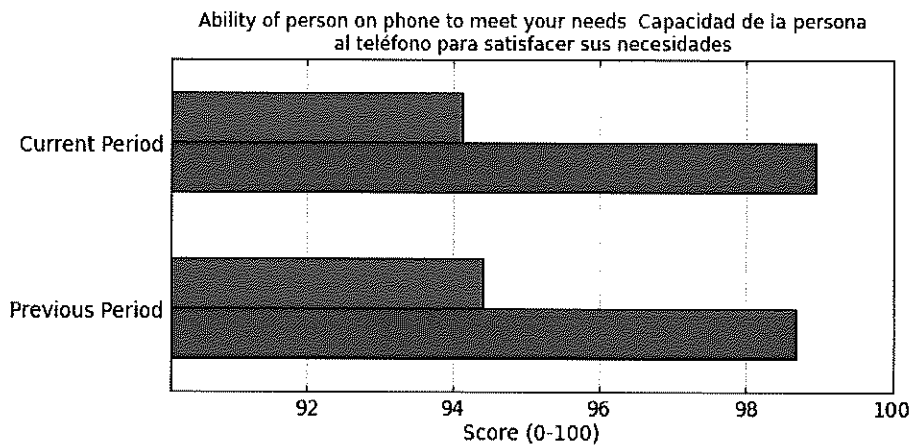
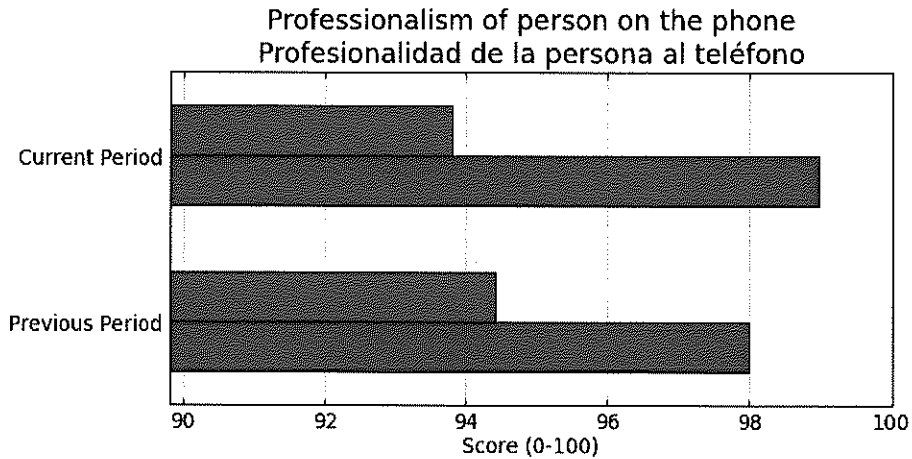
Percentile ranking this period is upper 6.6%

The Dispatch section showed a 0.53% increase overall from Previous Period to Current Period, with a total score of **98.96**. Drilling down by question for the Dispatch section:

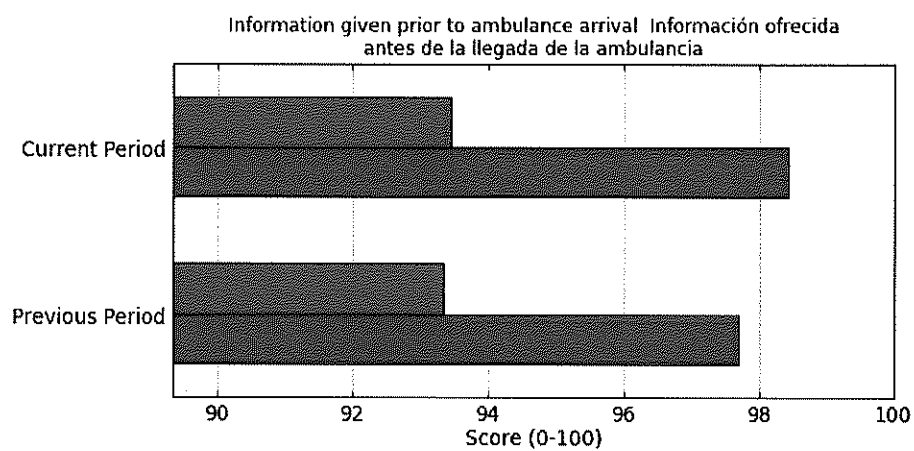
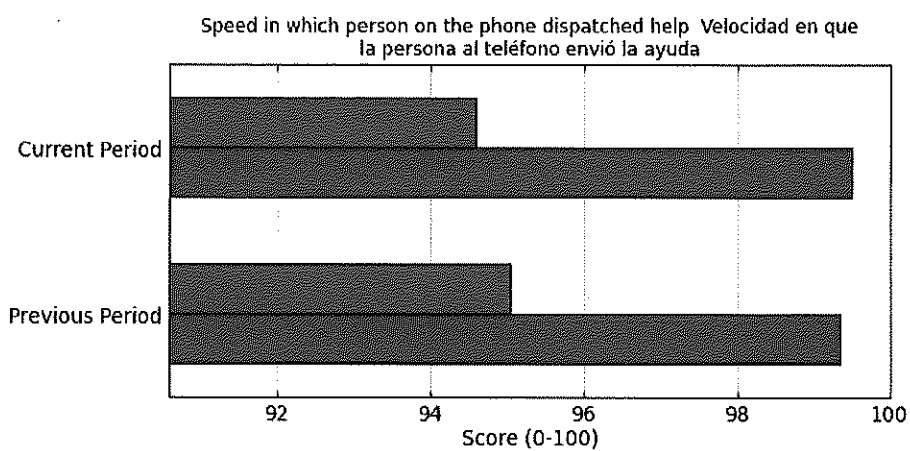
- There was a 0.97% increase for Professionalism of person on the phone
Profesionalidad de la persona al teléfono.
- There was a 0.28% increase for Ability of person on phone to meet your needs
Capacidad de la persona al teléfono para satisfacer sus necesidades.
- There was a 0.14% increase for Speed in which person on the phone dispatched help
Velocidad en que la persona al teléfono envió la ayuda.
- There was a 0.73% increase for Information given prior to ambulance arrival
Información ofrecida antes de la llegada de la ambulancia.



Results for Questions in Dispatch Section:



	Previous Period	Current Period
Benchmark	94.43	94.14
Score	98.67	98.95

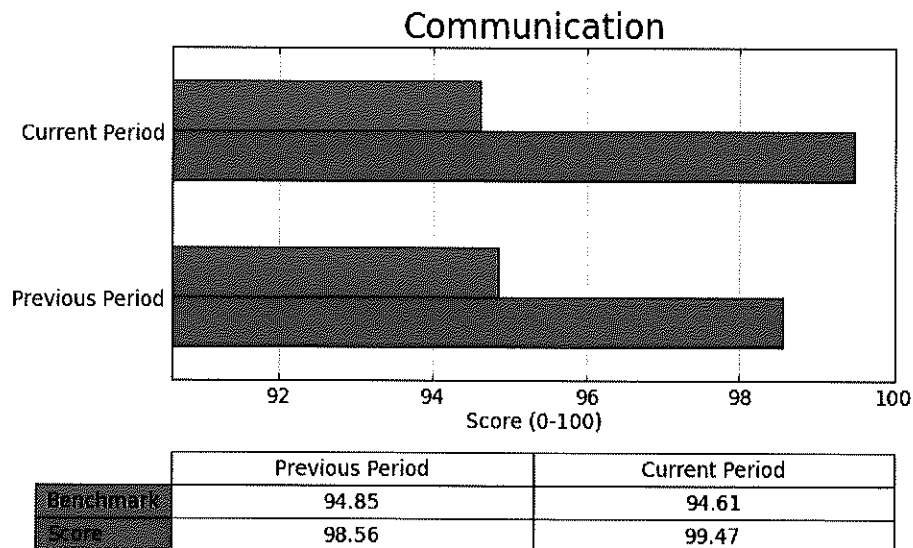


4.2. Communication

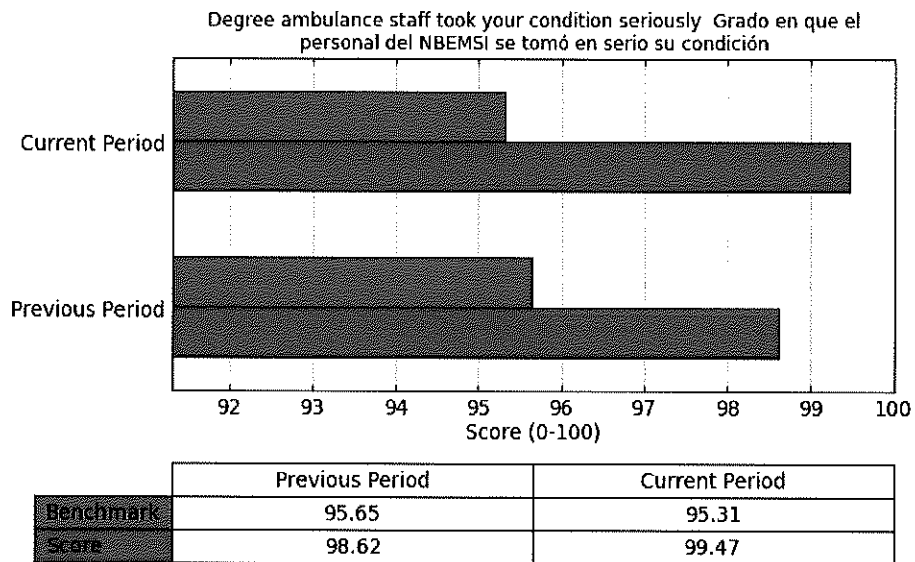
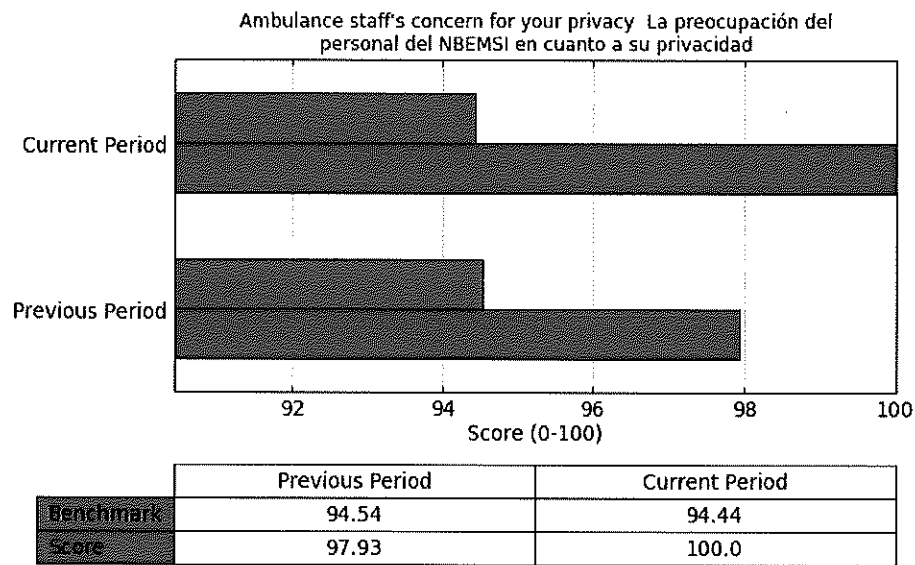
Percentile ranking this period is upper 8.25%

The Communication section showed a 0.91% increase overall from Previous Period to Current Period, with a total score of **99.47**. Drilling down by question for the Communication section:

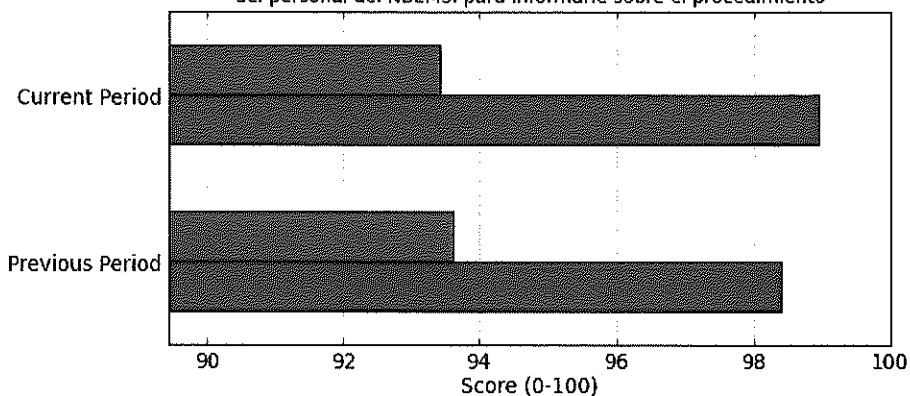
- There was a 2.07% increase for Ambulance staff's concern for your privacy La preocupación del personal del NBEMSI en cuanto a su privacidad.
- There was a 0.85% increase for Degree ambulance staff took your condition seriously Grado en que el personal del NBEMSI se tomó en serio su condición.
- There was a 0.55% increase for Ambulance staff's efforts to inform you about treatment Los esfuerzos del personal del NBEMSI para informarle sobre el procedimiento.
- There was a 0.16% increase for Degree to which the ambulance staff worked together to care for you Grado en que el personal del NBEMSI trabajó en equipo para cuidar de usted.



Results for Questions in Communication Section:

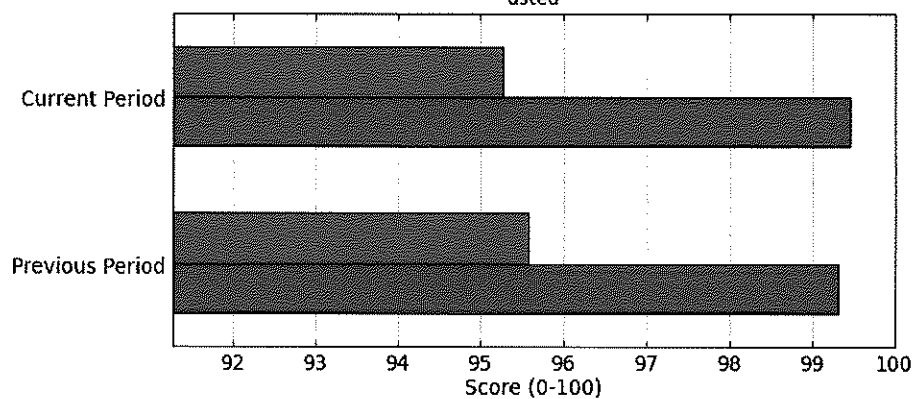


Ambulance staff's efforts to inform you about treatment Los esfuerzos del personal del NBEMSI para informarle sobre el procedimiento



	Previous Period	Current Period
Benchmark	93.63	93.43
Score	98.4	98.95

Degree to which the ambulance staff worked together to care for you Grado en que el personal del NBEMSI trabajó en equipo para cuidar de usted



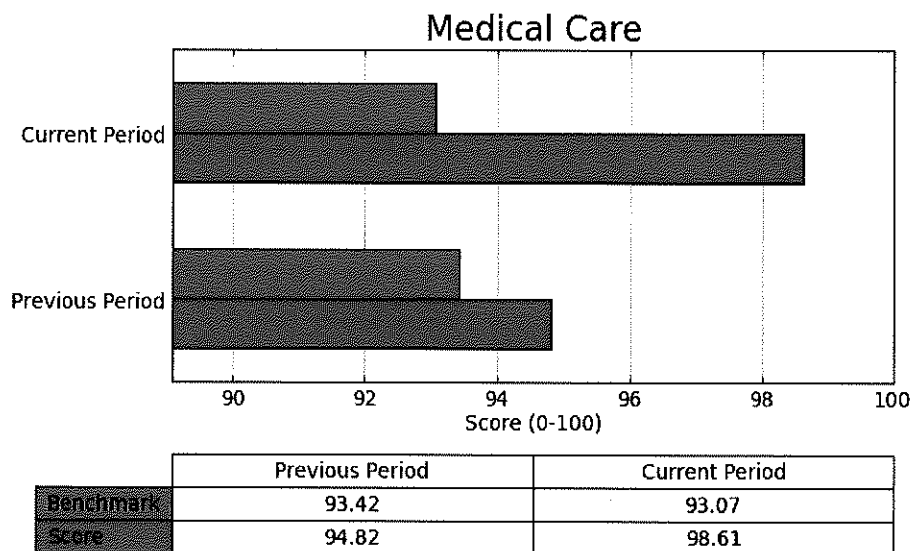
	Previous Period	Current Period
Benchmark	95.58	95.27
Score	99.31	99.47

4.3. Medical Care

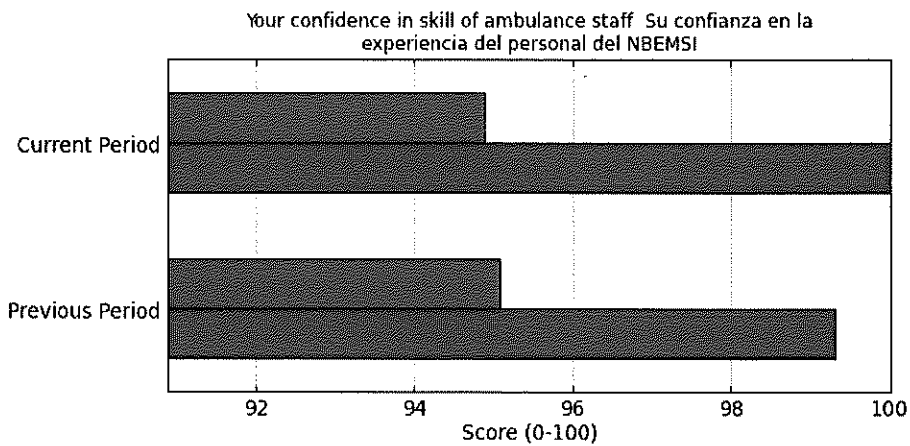
Percentile ranking this period is upper 5.5%

The Medical Care section showed a 3.79% increase overall from Previous Period to Current Period, with a total score of **98.61**. Drilling down by question for the Medical Care section:

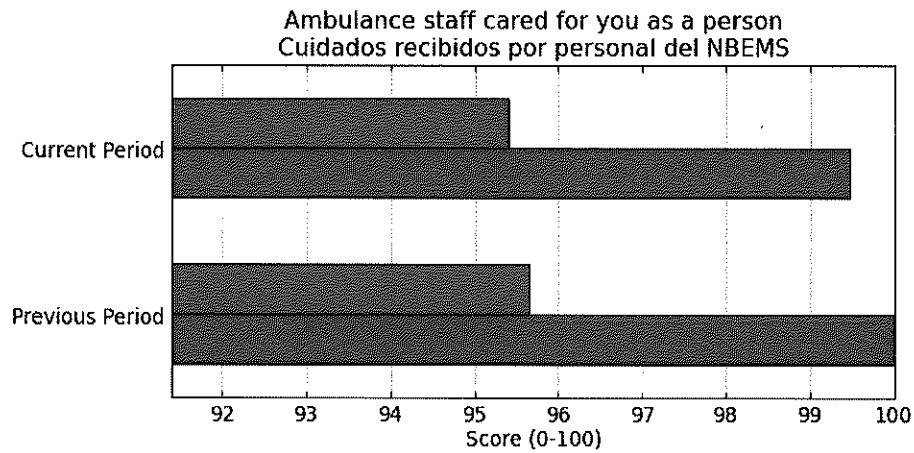
- There was a 0.69% increase for Your confidence in skill of ambulance staff Su confianza en la experiencia del personal del NBEMSI.
- There was a 0.53% decrease for Ambulance staff cared for you as a person Cuidados recibidos por personal del NBEMS.
- There was a 5.18% increase for How well your pain was controlled ¿En qué grado se ha controlado su dolor?.
- There was a 1.81% increase for Your comfort when moved by ambulance staff Su comodidad cuando fue trasladado por el personal del NBEMSI.
- There was a 11.76% increase for Comfort of ambulance ride Confort durante el viaje en ambulancia.



Results for Questions in Medical Care Section:

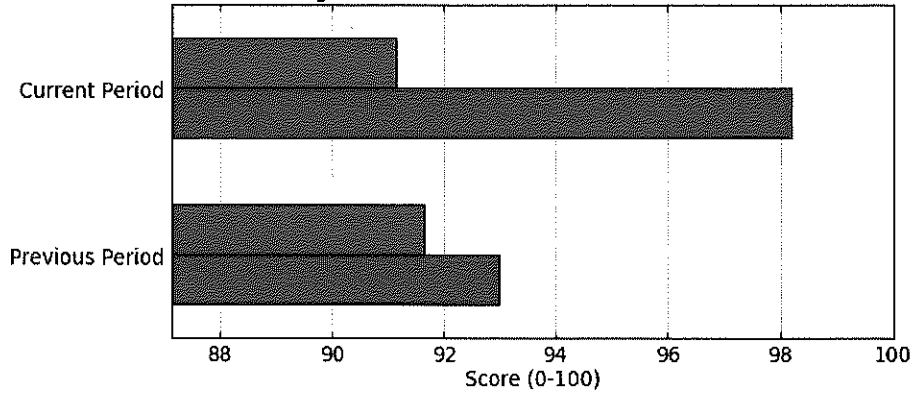


	Previous Period	Current Period
Benchmark	95.08	94.89
Score	99.31	100.0



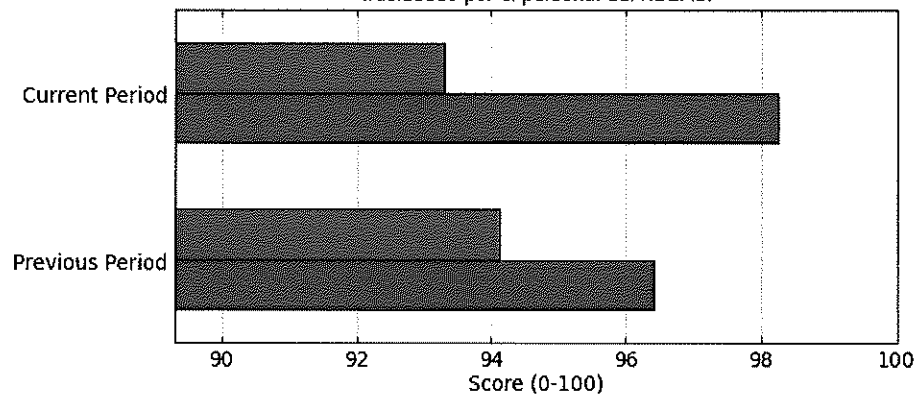
	Previous Period	Current Period
Benchmark	95.66	95.4
Score	100.0	99.47

How well your pain was controlled ¿En qué grado se ha controlado su dolor?



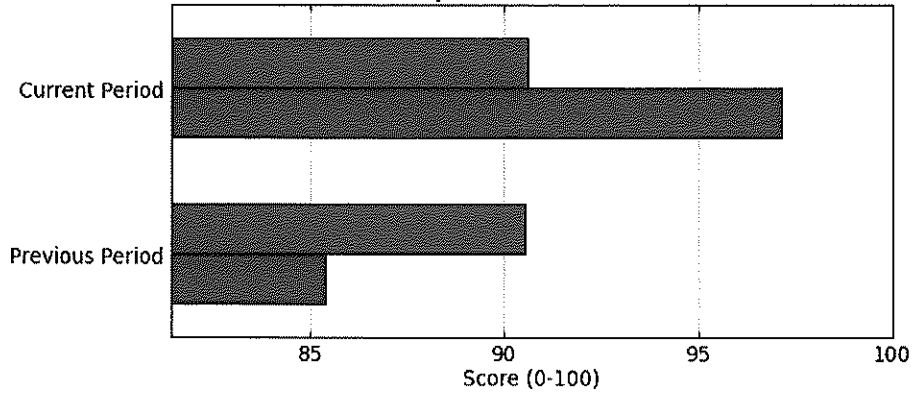
	Previous Period	Current Period
Benchmark	91.66	91.14
Score	93.0	98.18

Your comfort when moved by ambulance staff Su comodidad cuando fue trasladado por el personal del NBEMSI



	Previous Period	Current Period
Benchmark	94.12	93.3
Score	96.43	98.24

Comfort of ambulance ride Confort durante el viaje en ambulancia



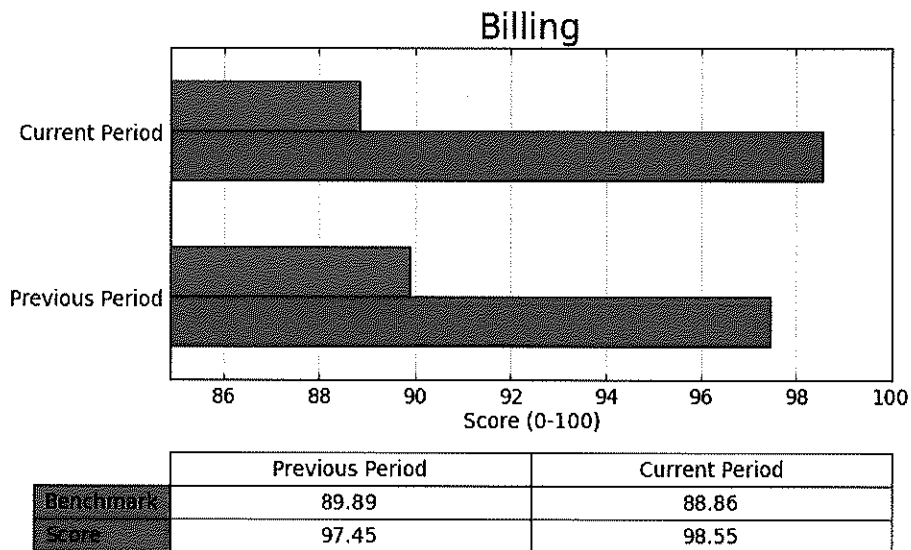
	Previous Period	Current Period
Benchmark	90.56	90.64
Score	85.38	97.14

4.4. Billing

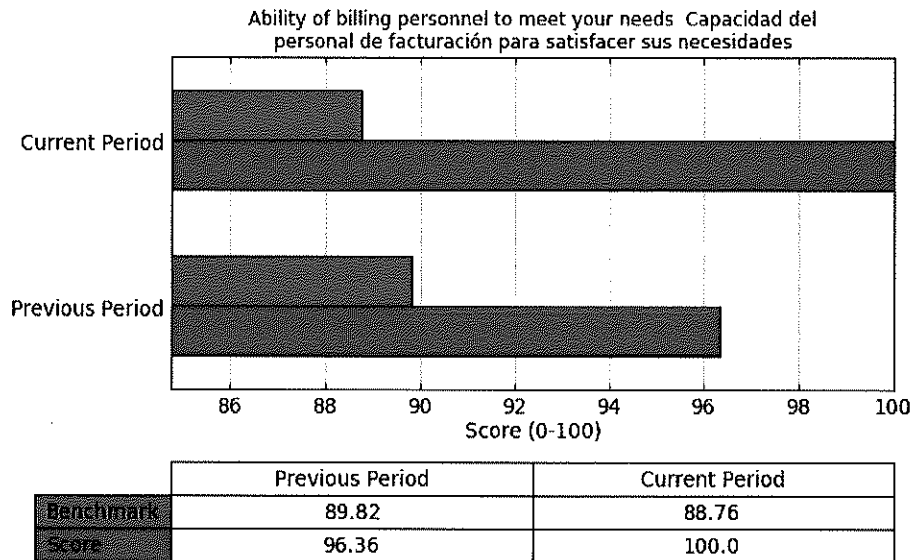
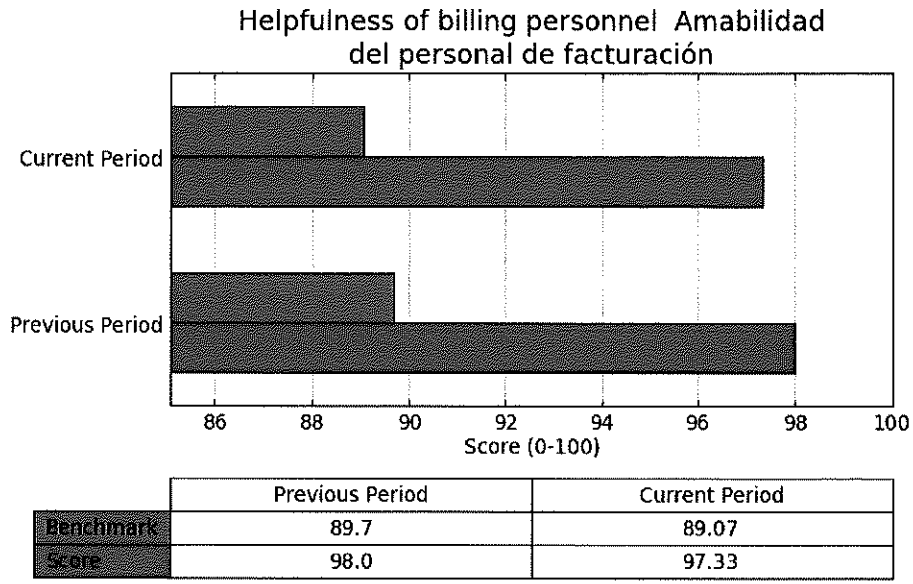
Percentile ranking this period is upper 3.3%

The Billing section showed a 1.10% increase overall from Previous Period to Current Period, with a total score of **98.55**. Drilling down by question for the Billing section:

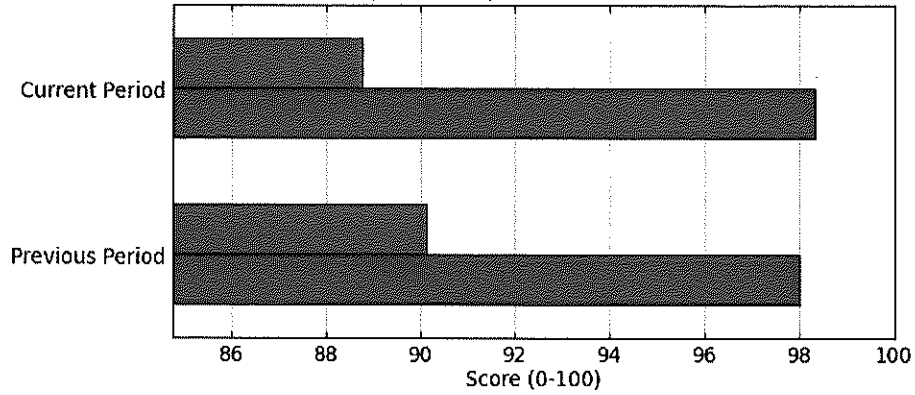
- There was a 0.67% decrease for Helpfulness of billing personnel Amabilidad del personal de facturación.
- There was a 3.64% increase for Ability of billing personnel to meet your needs Capacidad del personal de facturación para satisfacer sus necesidades.
- There was a 0.33% increase for Responsiveness of billing personnel to billing issues Capacidad de respuesta a los problemas de facturación.



Results for Questions in Billing Section:



Responsiveness of billing personnel to billing issues Capacidad de respuesta a los problemas de facturación



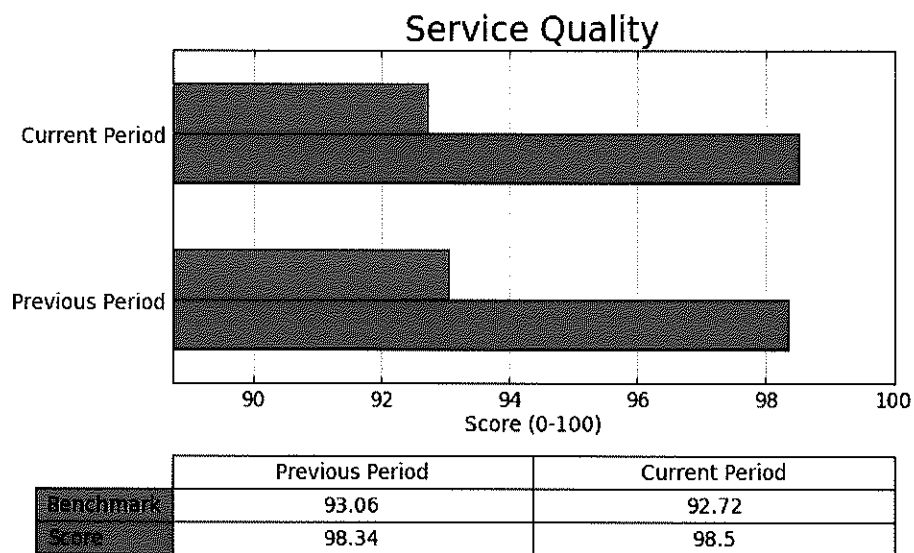
	Previous Period	Current Period
Benchmark	90.15	88.76
Score	98.0	98.33

4.5. Service Quality

Percentile ranking this period is upper 5.5%

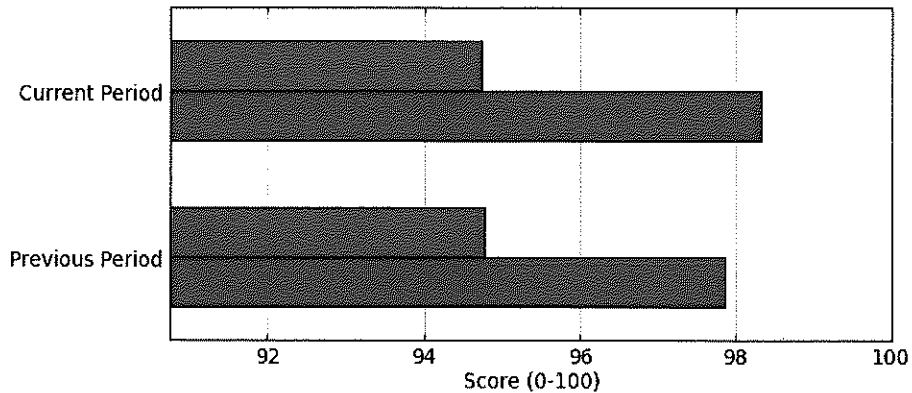
The Service Quality section showed a 0.16% increase overall from Previous Period to Current Period, with a total score of **98.50**. Drilling down by question for the Service Quality section:

- There was a 0.47% increase for Cleanliness of ambulance Limpieza de la ambulancia.
- There was a 0.67% increase for Wait time to get an ambulance Tiempo de espera para conseguir una ambulancia.
- There was a 1.06% decrease for Degree to which service was worth the fees Grado en que el servicio es digno de los honorarios.
- There was a 0.54% increase for Likelihood of recommending ambulance service Probabilidad de recomendar el servicio .



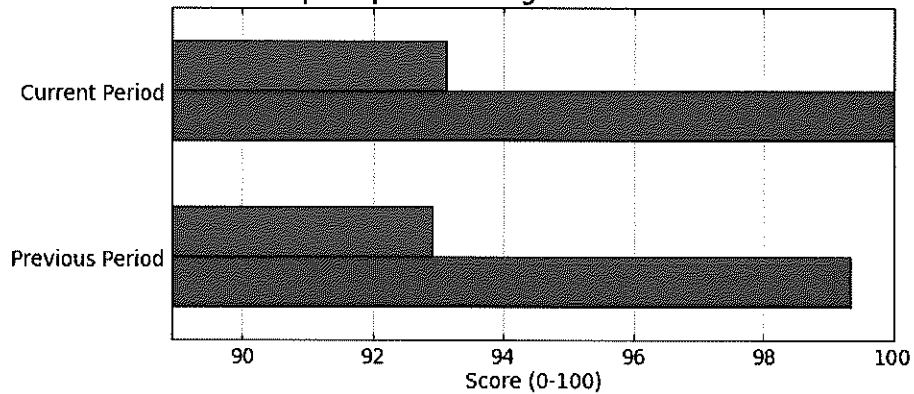
Results for Questions in Service Quality Section:

Cleanliness of ambulance Limpieza de la ambulancia



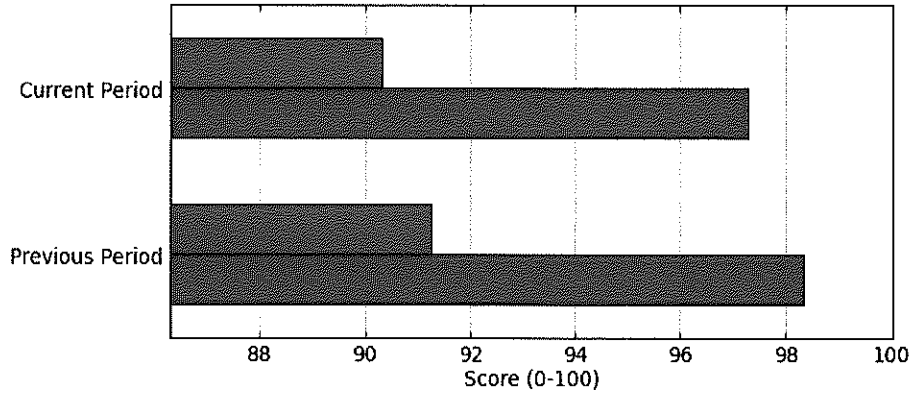
	Previous Period	Current Period
Benchmark	94.78	94.73
Score	97.86	98.33

Wait time to get an ambulance Tiempo de espera para conseguir una ambulancia



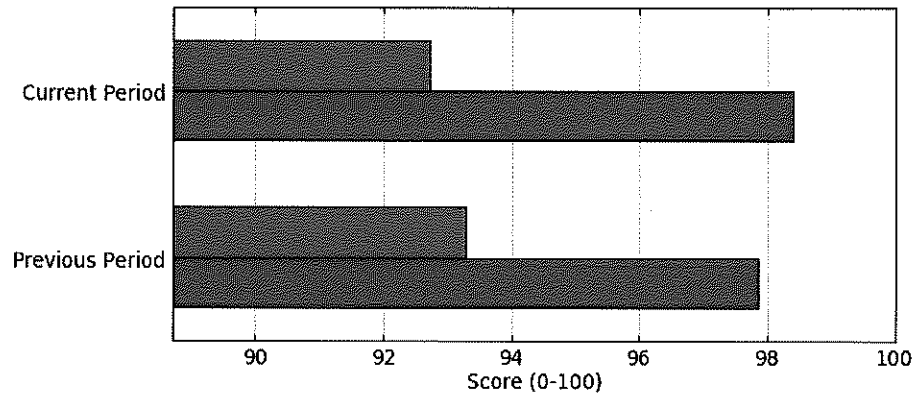
	Previous Period	Current Period
Benchmark	92.9	93.12
Score	99.33	100.0

Grado en que el servicio es digno de los honorarios
Degree to which service was worth the fees



	Previous Period	Current Period
Benchmark	91.26	90.31
Score	98.33	97.27

Likelihood of recommending ambulance service
Probabilidad de recomendar el servicio



	Previous Period	Current Period
Benchmark	93.29	92.71
Score	97.86	98.4

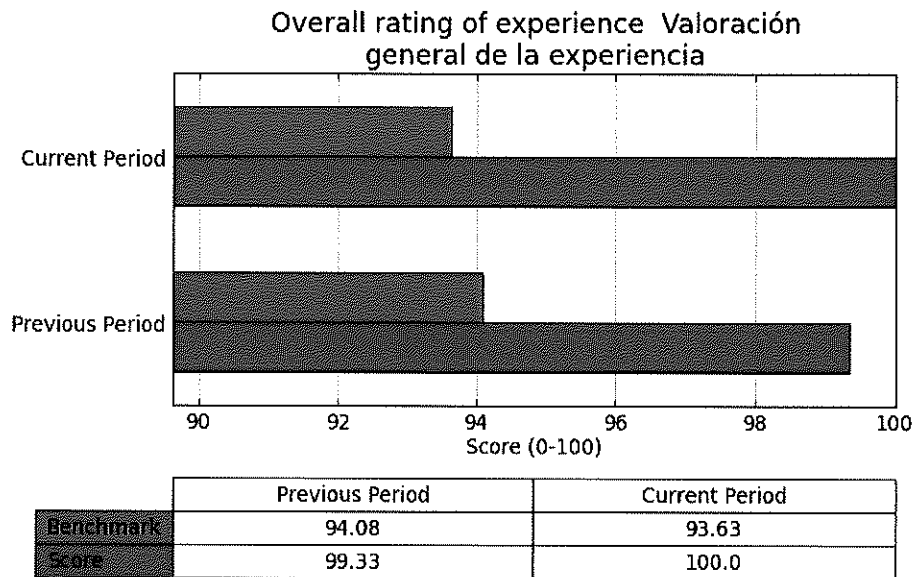
4.6. Overall

Percentile ranking this period is upper 5.5%

The Overall section showed a 0.67% increase overall from Previous Period to Current Period, with a total score of **100.00**. Drilling down by question for the Overall section:

- There was a 0.67% increase for Overall rating of experience Valoración general de la experiencia.

Results for Questions in Overall Section:



5.0. Statistical Commentary

Scores are determined by assigning values as follows:

- Very Poor = 0
- Poor = 25
- Fair = 50
- Good = 75
- Very Good = 100

The mean average of all responses for a question during a given period determines the score for that period. The question scores are then averaged to determine the mean for each section. Section scores are averaged to determine the mean overall score.

Note that the Improvement Priority Ranking requires 90 days of data to be calculated. Therefore, for reports less than 90 days the Improvement Priority Ranking is based on the most recent 90 days.

APPENDIX C

Current Client List

Name	Title	Agency	Contact Info
John Nuttall	Chief of Department	Abington Fire Department	1040 Bedford Street Abington, MA 02351 (781) 982-2114
Robert Hart	Chief of Department	Acton Fire Department	371 Main Street Acton, MA 01720 (978) 276-9645
James Nolan	Chief of Department	Amesbury Fire Department	17 School St Amesbury, MA 01913 (978) 388-8185
David DeStefano	Chief of Department	Belmont Fire Department	299 Trapelo Rd Belmont, MA 02478 (617) 993-2200
Paul Fillebrown	Chief of Department	Boxborough Fire Department	502 Massachusetts Ave Boxborough, MA 01719 (978) 263-7546
Gerard Mahoney	Acting Chief of Department	Cambridge Fire Department	491 Broadway Cambridge, MA 02138 (617) 349-4900
Bryan Sorrows	Chief of Department	Carlisle Fire Department	80 Westford Road Carlisle, MA 01741 (978) 369-2888
Thomas Judge	Chief of Department	Concord Fire Department	209 Walden Street Concord, MA 01742 (978) 318-3451
Sean Brown	Chief of Department	Cotuit Fire Department	64 High Street Cotuit, MA 02635 (508) 428-2210
Justin Alexander	Chief of Department	Easton Fire Department	413 Bay Road South Easton, MA 02375 (508) 230-0750
Michael Kelleher	Chief of Department	Foxborough Fire Department	8 Chestnut Street Foxborough, MA 02035 (508) 543-1230
Peter Burke, Jr.	Chief of Department	Hyannis Fire Department	95 High School Rd. Ext. Hyannis, MA 02601 (508) 775-1300
Mark Douglas	Chief of Department	Kingston Fire Department	105 Pembroke Street Kinston, MA 02364 (781) 585-0532
Derek Sencabaugh	Chief of Department	Lexington Fire Department	45 Bedford Street Lexington, MA 02420 (781) 862-0272

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Brian Young	Chief of Department	Lincoln Fire Department	169 Lincoln Road Lincoln, MA 01773 (781) 259 – 2683
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Justin Desrosiers	Chief of Department	Mansfield Fire Department	10 Plymouth Street Mansfield, MA 02048 (508) 261-7321
Anthony Stowers	Chief of Department	Maynard Fire Department	1 Summer Street Maynard, MA 01754 (978) 897-1014
Jeffery Lynch	Chief of Department	Medway Fire Department	155 Village Street Medway, MA 02053 (508) 533-3200
Edward Collina	Chief of Department	Melrose Fire Department	576 Main Street Melrose, MA 02176 (781) 979-4404
Larry Fisher	Chief of Department	Merrimac Fire Department	16 East Main Street Merrimac, MA 01860 (978) 346-8211
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Jason Ferschke	Chief of Department	Natick Fire Department	22 East Central Street Natick, MA 01760 (508) 647-9559
Erron Kinney	Chief of Department	Norfolk Fire Department	117 Main Street Norfolk, MA 02056 (508) 528-3207
Shawn Simmons	Chief of Department	Norton Fire Department	70 East Main Street Norton, MA 02766 (508) 285-0248
Dave Kean	Chief of Department	Norwell Fire Department	300 Washington Street Norwell, MA 02061 (781) 659-8158
David Hayes	Chief of Department	Norwood Fire Department	135 Nahatan Street Norwood, MA 02062 (781) 440-5200
Richard Ball	Chief of Department	Plainville Fire Department	190 South Street Plainville, MA 02762 (508) 695-5252
Steve Silva	Chief of Department	Plympton Fire Department	3 Palmer Rd Plympton, MA 02367 (508) 958-1792

Name	Title	Agency	Contact Info
Sandra Lowery	Chief of Department	Seekonk Fire Department	500 Taunton Ave Seekonk, MA 02771 (508) 336-8510
James Wright	Chief of Department	Sharon Fire Department	92 South Main Street Sharon, MA 02067 (781) 784-2121
Michael Carroll	Chief of Department	Stoughton Fire Department	1550 Central Street Stoughton, MA 02072 (781) 603-6337
John Benoit	Chief of Department	Stow Fire Department	16 Crescent Street Stow, MA 01775 (978) 897-4537
Jenifer Collins-Brown	Chief of Department	Topsfield Fire Department	27 High St Topsfield, MA 01983 (978) 887-5148
Ryan Nicholson	Chief of Department	Watertown Fire Department	149 Main St Watertown, MA 02472 (617) 972-6511
Neil McPherson	Chief of Department	Wayland Fire Department	38 Cochituate Road Wayland, MA 01778 (508) 358-4747
Jeffrey Baxter	Deputy Chief of Department	Wenham Fire Department	140 Main Street Wenham, MA 01984 (978) 468-5508
David Soar	Chief of Department	Weston Fire Department	394 Boston Post Road Weston, MA 02493 (781) 893-2372
Antonio Marino	Chief of Department	Wrentham Fire Department	99 South Street Wrentham, MA 02093 (508) 384-3131

WILLIAM C. MERGENDAHL, JR.

22 Alden Road, Andover, MA 01810
617.682.1829 (office) ~ 617.686.4748 (mobile)
wmerg@proems.com

EXECUTIVE PROFILE

Solid, decisive, and dedicated healthcare executive with over 35 years of extensive experience in all aspects of EMS. Strategic and conceptual thinker with a proven ability to generate new ideas and initiate change. Considered a leader, mentor, and effective educator by peers in the EMS field. Highly sought invited speaker, consultant and expert witness. Active member and officer of several national, state, regional, and local committees. Recipient of several prestigious awards for dedicated service and collaborative practice. Law degree from Northeastern University School of Law and certified paramedic.

Unique leader with proven expertise in all aspects of EMS, including:

- Clinical Practice
- Operations and Preparedness
- Reimbursement
- Continuous Quality Improvement
- Education and Training
- Communications
- Regulatory/Policy Issues
- Health and Safety

EDUCATION

J.D., Northeastern University School Of Law, Boston, MA, 2002

B.A., Political Science, Boston University, Boston, MA, 1990

CERTIFICATIONS

EMT-Paramedic, Commonwealth of Massachusetts

Ambulance Service Management Program, American Ambulance Association

Six Sigma EMS Green Belt Certification, North Carolina State University/Integral Performance Solutions

Advanced Cardiac Life Support Provider, American Heart Association

Emergency Medical Dispatch - Quality, National Academy of Emergency Medical Dispatch

Advanced Emergency Medical Dispatcher, National Academy of Emergency Medical Dispatch

CPR Training Center Faculty, American Heart Association

CPR Instructor, American Heart Association

Hazardous Materials Instructor, Advanced Level, Commonwealth of Massachusetts

Massachusetts EMT Certification, Commonwealth of Massachusetts

PROFESSIONAL EMS EXPERIENCE

PROFESSIONAL AMBULANCE SERVICE, Cambridge, MA – 1987 to present

Chief Executive Officer (2003 to present)

Chief Operating Officer (1990 to 2003)

Field Supervisor (1990)

Dispatcher/EMT (1987 to 1990)

With more than a 20 year history of increasing responsibility at PRO, transformed a low-key, family run business into a progressive, model EMS organization. Develop primary goals and short and long range objectives for the organization. Implement operating plans, policies and procedures. Direct and coordinate corporate activities in all departments. Establish organizational structure and delegate authority to subordinates. Meet with, direct, and advise management and supervisory staff and review results of all

departments. Oversee accounting, budget, tax and audit activities of the corporation. Oversee financial and accounting system controls and standards and ensures timely financial and statistical reports for Board use. Negotiate and administer contracts with hospitals and managed care organizations. Direct all aspects of human resources, including labor and employment issues, continuing emergency medical education, benefits, hiring, evaluations, promotions and terminations. Represent the corporation to the community, customers, government agencies, the media, and the public. Partner with federal, state and local agencies to create emergency preparedness strategies for the metro Boston region. Manage emergency services for all major community events, including Boston's July 4th Celebration and Head of the Charles Regatta.

Key Accomplishments

- *Recognized as a national leader in using technology to measure and improve all aspects of organizational performance, including clinical practice, daily operations, billing, and fleet maintenance.*
- *Earned accreditation by the Commission on Accreditation of Ambulance Services (CAAS) – PRO is the first CAAS Accredited agency in Massachusetts*
- *Earned accreditation by the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP) – Pro EMS Center for MEDICS is the first CoAEMSP accredited paramedic program in Massachusetts*
- *Drafted legislation that was enacted, providing Medicaid reimbursement for all non-emergency transportation.*
- *Doubled the company's annual revenue within the first 3 years of tenure as COO.*
- *Taken a lead role in simulation training for EMS by opening the Center for MEDICS, a full functioning, high fidelity Simulation Lab at PRO.*
- *Earned Massachusetts OEMS Accreditation as an EMS Training Institution*
- *Key member of the metro Boston Homeland Security Region for EMS and Preparedness.*

FALLON AMBULANCE SERVICE, Milton, MA – **EMT** 1986 to 1987

HUDSON VALLEY AMBULANCE, Kingston, NY – **EMT** Summers 1986 to 1988

DIAZ MEMORIAL AMBULANCE SERVICE, Saugerties, NY – **EMT** Summers 1986 to 1988

BUSINESS, CONSULTING & LEGAL EXPERIENCE

THE TASA GROUP, INC., Blue Bell, PA – 2007 to present

Expert Witness/Consultant

Serve as an Expert Witness/Consultant for matters and litigation related to Emergency Medical Services

GERSON LEHRMAN GROUP, INC., New York, NY – 2006 to present

Council Member/Consultant – GLG Scholar

Serve as a consultant for matters related to Emergency Medical Services and medical devices used in pre-hospital medical care.

POSTERNAK, BLANKSTEIN & LUND, L.L.P., Boston, MA – 2001

Legal Intern

Conducted research and prepared memoranda for business and litigation departments of medium firm. Research topics included health, bankruptcy, labor and employment, real estate, and commercial litigation.

MA COMMISSION AGAINST DISCRIMINATION, LEGAL DEPARTMENT, Boston, MA – 2001

Legal Intern

Performed extensive research and drafted legal memoranda on multiple issues relevant to specific cases and Commission policy overall. Prepared a comprehensive policy manual for responding to requests for public records. Handled several employment discrimination cases that required the preparation of motions, production requests, and interrogatories.

MA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF GENERAL COUNSEL, Boston, MA – 2000

Legal Intern

Researched multiple departmental issues, drafted legal memoranda and advisory letters, and assisted in preparations for hearings.

PUBLICATIONS

“Implementation Strategies for Emergency Medical Services within Stroke Systems of Care: A Policy Statement from the American Heart Association/American Stroke Association Expert Panel on Emergency Medical Services Systems and the Stroke Council,” Joe E. Acker, III, EMT-P, MPH, MS; Arthur M. Pancioli, MD, FAHA; Todd J. Crocco, MD; Marc K. Eckstein, MD; Edward C. Jauch, MD, MS; Hollynn Larrabee, MD; Neil M. Meltzer, MPH; William C. Mergendahl, JD, EMT-P; John W. Munn, PhD; Susanne M. Prentiss; Charles Sand, MD, FAHA; Jeffrey L. Saver, MD, FAHA; Brian Eigel, PhD; Brian R. Gilpin, MS; Mark Schoeberl; Penelope Solis, JD; JoAnne R. Bailey, MSPH; Katie B. Horton, RN, MPH, JD Steven K. Stranne, MD, JD. *Stroke*. 2007; 38: 3097-3115.

RECENT PRESENTATIONS

“Fostering a Culture of CQI,” Partnership for Heart Healthy Stroke Free Massachusetts, Fifth Annual Education Conference, 2011

“Improving EMS Stroke Care,” Stroke Collaborative Reaching for Excellence Annual Meeting, 2009

“Today’s Technology in EMS,” Central Massachusetts EMS Council Annual Meeting, Keynote, 2009

“Today’s Technology in EMS,” Greater Westchester EMS Conference, 2009

“KPIs and What They Mean to Me,” EMS Leadership Conference, Charleston, SC, 2008

“You Can’t Improve What You Can’t Measure,” Zoll Data Systems, Live Webcast, 2008

“The Essential Rules of Running an EMS Service-Knowing Your Business,” Keynote with Frank Gresh, Zoll Data Systems Summit, Westminster, CO, 2008

“Knowing How to Cross the Chasm, Public-Private Partnerships,” Zoll Data Systems Summit, Westminster, CO, 2008

“Quest for Knowledge,” Zoll Data Systems Summit, Westminster, CO, 2008

“Where Will EMS Be in 10 Years,” roundtable participant with Jay Fitch, Jerry Overton, Allen Johnson, Zoll Data Systems Summit, Westminster, CO, 2008

- “Implementing NEMESIS/MATRIS,”** Metro-Boston Region IV EMS Symposium, Bedford, MA, 2007
- “Operational and Clinical Performance Improvement,”** MA DPH Conference *Gaining Extraordinary Performance through EMS Data*, Worcester, MA, 2007
- “Data Systems: Return on Investment and Financial Impact,”** MA DPH Conference *Gaining Extraordinary Performance through EMS Data*, Worcester, MA, 2007
- “Measuring Performance-In Pursuit of Excellence,”** Western Massachusetts EMS Conference, Northampton, MA, 2007
- “If You Can’t Measure It...You Can’t Manage It – Part Deux,”** (Keynote), Zoll Data Systems Summit, Westminster, CO, 2007
- “Benchmarking Initiative Roundtable,”** (Executive Track), Zoll Data Systems Summit, Westminster, CO, 2007
- “Using Simulation to Improve Patient Care,”** (Clinical Track), Zoll Data Systems Summit, Westminster, CO, 2007
- “Using Clinical Data to Improve Patient Care,”** (Clinical Track), Zoll Data Systems Summit, Westminster, CO, 2007
- “Using VSM to Measure and Improve Performance,”** The Mercy Group, Virtual Solutions Manager Annual Users Group, Grand Rapids, MI, 2007
- “Measuring Performance-Professional Ambulance Service in Pursuit of Excellence,”** (Keynote), Zoll Data Systems Summit, Westminster, CO, 2006
- “Defining Key Performance Indicators for EMS,”** (Executive Track), Zoll Data Systems Summit, Westminster, CO, 2006
- “If You Can’t Measure It, You Can’t Manage It,”** American Ambulance Association Annual Convention and Trade Show, Orlando, FL, 2006
- “If You Can’t Measure It, You Can’t Manage It,”** National Collegiate Emergency Medical Services Foundation, 13th Annual Conference, Cambridge, MA, 2006
- “Mount Auburn Hospital Boiler Explosion and Evacuation,”** Council of Boston Teaching Hospitals, Boston, MA, 2005
- “You Can’t Improve What You Can’t Measure,”** Zoll Data Systems, Live Webcast, 2005

RECENT COMMITTEES & TASK FORCES

- American Ambulance Association**, Representative, National EMS Stakeholders Meeting, National EMS Education Standards (2008)
- American Ambulance Association**, Member, Professional Standards Committee (2006 – present)
- Metro Boston Emergency Medical Services Council**, Director (1997 to present); Executive Committee Member (2009 to present); Chair, Membership Committee (2009 to present); Chair, By-Laws Committee (2007 to Present); Chair, Clinical Excellence Standards Subcommittee (2007 to Present), Medical Control Committee (2007 to Present) ; Member, Medical Control Committee (2007 to Present); Member, Service Zone Planning Advisory Committee (2006 to Present)
- Massachusetts Ambulance Association**, Director (2002 to present); Treasurer (2006 to 2010); Member (1995 to present)

Massachusetts Department of Public Health, Member, Altered Standards of Care Advisory Council (2008 to present); Member, Statewide Diversion Task Force (1999 to Present); Member, Task Force on EMS Cardiac Point of Entry (2006 - 2007)

Partnership for Effective Emergency Response, Office of Public Health Practice at the Boston University School of Public Health, Executive Committee Member (2008 to present)

Cambridge Local Emergency Planning Committee, Chair, EMS Committee (1994 to present); Member, Hospital Operations Group (2001 – Present)

Metro-Boston Multi-Hazard Mitigation Plan, Cambridge Annex, Member, Planning Team (2006)

Massachusetts State Medical Services Committee, Member, Medical Device Sub Committee (2007 to Present)

Metro Boston Homeland Security Region, Member, Regional EMS Discipline Subcommittee (2004 – Present)

RECENT PROFESSIONAL HONORS

Mark E. Weinstein, MD Award, Metro Boston EMS Council, 2007

Stephen M. Lawlor Award for Collaborative Practice, Boston EMS, 2007

Special Citation, Boston EMS 2007

COMMUNITY SERVICE

Health Law Advocates, Special Advisor on Ambulance Reimbursement Issues (2003 – Present)

North Cambridge Crime Task Force, Treasurer (1999 to 2010); Executive Committee Member (1994 to 2010)

ICE (Immediate Cold Emergency) Program, Cambridge, MA, Coordinator/Founder (Winter 1995)

HEAT (Heat Emergency Assistance Team) Program, Cambridge, MA, Coordinator/Founder (Summer 1995)

Cambridge Youth Programs, City of Cambridge, Volunteer CPR/First Aid Trainer (1990 to present)

APPENDIX E

List of References

Name	Title	Agency	Contact Info
John Nuttall	Chief of Department	Abington Fire Department	1040 Bedford Street Abington, MA 02351 (781) 982-2114
Robert Hart	Chief of Department	Acton Fire Department	371 Main Street Acton, MA 01720 (978) 276-9645
David Mather	Deputy Chief of Department	Amesbury Fire Department	17 School St Amesbury, MA 01913 (978) 388-8185
David DeStefano	Chief of Department	Belmont Fire Department	299 Trapelo Rd Belmont, MA 02478 (617) 993-2200
Paul Fillebrown	Chief of Department	Boxborough Fire Department	502 Massachusetts Ave Boxborough, MA 01719 (978) 263-7546
Gerard Mahoney	Acting Chief of Department	Cambridge Fire Department	491 Broadway Cambridge, MA 02138 (617) 349-4900
Bryan Sorrows	Chief of Department	Carlisle Fire Department	80 Westford Road Carlisle, MA 01741 (978) 369-2888
Thomas Judge	Chief of Department	Concord Fire Department	209 Walden Street Concord, MA 01742 (978) 318-3451
Sean Brown	Chief of Department	Cotuit Fire Department	64 High Street Cotuit, MA 02635 (508) 428-2210
Justin Alexander	Chief of Department	Easton Fire Department	413 Bay Road South Easton, MA 02375 (508) 230-0750
Michael Kelleher	Chief of Department	Foxborough Fire Department	8 Chestnut Street Foxborough, MA 02035 (508) 543-1230
Michael Medeiros	EMS Captain	Hyannis Fire Department	95 High School Rd. Ext. Hyannis, MA 02601 (508) 775-1300
Mark Douglas	Chief of Department	Kingston Fire Department	105 Pembroke Street Kinston, MA 02364 (781) 585-0532
Derek Sencabaugh	Chief of Department	Lexington Fire Department	45 Bedford Street Lexington, MA 02420 (781) 862-0272

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Jason Ferschke	Chief of Department	Natick Fire Department	22 East Central Street Natick, MA 01760 (508) 647-9559
Erron Kinney	Chief of Department	Norfolk Fire Department	117 Main Street Norfolk, MA 02056 (508) 528-3207
Michael Wilson	EMS Ops	Norton Fire Department	70 East Main Street Norton, MA 02766 (508) 285-0248
Dave Kean	Chief of Department	Norwell Fire Department	300 Washington Street Norwell, MA 02061 (781) 659-8158
David Hayes	Chief of Department	Norwood Fire Department	135 Nahatan Street Norwood, MA 02062 (781) 440-5200
Richard Ball	Chief of Department	Plainville Fire Department	190 South Street Plainville, MA 02762 (508) 695-5252
Steve Silva	Chief of Department	Plympton Fire Department	3 Palmer Rd Plympton, MA 02367 (508) 958-1792

Name	Title	Agency	Contact Info
Sandra Lowery	Chief of Department	Seekonk Fire Department	500 Taunton Ave Seekonk, MA 02771 (508) 336-8510
James Wright	Chief of Department	Sharon Fire Department	92 South Main Street Sharon, MA 02067 (781) 784-2121
Michael Carroll	Chief of Department	Stoughton Fire Department	1550 Central Street Stoughton, MA 02072 (781) 603-6337
John Benoit	Chief of Department	Stow Fire Department	16 Crescent Street Stow, MA 01775 (978) 897-4537
Jenifer Collins-Brown	Chief of Department	Topsfield Fire Department	27 High St Topsfield, MA 01983 (978) 887-5148
Ryan Nicholson	Chief of Department	Watertown Fire Department	149 Main St Watertown, MA 02472 (617) 972-6511
Neil McPherson	Chief of Department	Wayland Fire Department	38 Cochituate Road Wayland, MA 01778 (508) 358-4747
Jeffrey Baxter	Deputy Chief of Department	Wenham Fire Department	140 Main Street Wenham, MA 01984 (978) 468-5508
David Soar	Chief of Department	Weston Fire Department	394 Boston Post Road Weston, MA 02493 (781) 893-2372
Antonio Marino	Chief of Department	Wrentham Fire Department	99 South Street Wrentham, MA 02093 (508) 384-3131

**Model
Ambulance Billing Waiver Policy**

Purpose

To establish a policy of compassionate billing that allows waiving of ambulance transport fees based on established Department of Health and Human Service Poverty guidelines, and to abide by decisions made by the Center for Medicare Medicaid Services (CMS) OIG.

Preface

The charges for EMS transport billing may be waived, based on the patient's Town of residence and/or upon financial hardship, as determined by the guidelines established by the municipality. These procedures are intended to serve as guidelines and to ensure an audit trail.

Procedures

ALL PATIENTS who are unable to pay their co-pays, deductibles or who are uninsured and unable to make payments may request a financial hardship review of their transport charge. Patients, or their designee, should complete the Hardship Waiver Form whenever possible. Pro EMS Solutions may also identify and document financial hardships.

The Hardship Waiver Form can be requested by contacting Pro EMS Solutions 617.682.1830. The completed form should be forwarded to Pro EMS Solutions, 31 Smith Place, Cambridge, MA 02138 or faxed to 617.492.0344. Pro EMS Solutions will review the form. If approved, the account will be noted and the completed form will be attached when available.

If any insured party requires EMS transport within a calendar year that exceeds their policy limits and no additional insurance coverage is available, the fees for service beyond the coverage limits will be waived.

Patients will fall into one of the following categories for billing purposes:

Insured through health insurance, Medicare and Medicaid

The appropriate health insurance carrier will be billed by Pro EMS Solutions.

- ALL TOWN RESIDENTS who have any applicable insurance co-payments will have this charge waived due to the assumed payment of City/County real estate and/or personal property taxes. Deductibles will be billed to the patient.
- NON-RESIDENTS will be billed for deductibles and co-payments.

No Insurance

A bill will be sent to ALL PATIENTS transported. If the patient has the ability to pay, then payment is expected in full. If the patient can demonstrate financial hardship, they may request to be considered for a payment plan or financial hardship waiver.

Bill generated/No collection

There are instances when a bill is generated in which the municipality would be merely transferring funds from one department's budget to another to satisfy the bill, for example when an on-duty employee is transported to the hospital for a compensable worker's compensation injury. In these instances, there would be no requirement to pursue payment of the bill. Pro EMS Solutions would update its records to reflect this adjustment.

Contractual write offs

The bills that Medicaid, Medicare and insurance companies pay on behalf of an insured individual are sometimes adjusted to pay only a portion of the billed amount. This adjustment referred to here as a "contractual write off" is usually due to laws governing the payment amount or through agreements between insurance companies and Pro EMS Solutions. The contractual write offs are not considered unpaid balances that would require pursuit of the amount from the insured individual. In fact, Medicare and Medicaid prohibit balance billing. Entities that work with insurance providers consider contractual wire offs as a cost of doing business. Therefore, Pro EMS Solutions will adjust individual bills for contractual wire offs. We will not pursue individuals for payment of contractual write offs. Co-payment and deductibles for non-residents would still be billed and collected as permitted or required by applicable law.

Collection Agency Referrals

ALL PATIENTS (residents and non-residents) who do not respond to multiple attempts to contact them through invoices and telephone calls will be referred to a collection agency and will be subject to being reported to Credit Bureau.

ALL PATIENTS with a balance after insurance of \$200 or greater who do not respond to multiple attempts to contact them through invoices and telephone calls will be referred to a collection agency and will be subject to being reported to Credit Bureau.

ALL PATIENTS with a balance after insurance less than \$200 who do not respond to multiple attempts to contact them through invoices and telephone calls will have the balance written off as a Bad Debt.

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

Pro EMS Solutions, Inc.

Name of Proposer

31 Smith Place

Address of Proposer

Cambridge, MA 01238

Telephone Number (617) 682-1830

By: 

(Signature)

William Mergendahl

Printed Name

President & CEO

Printed Title

10/28/2022

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

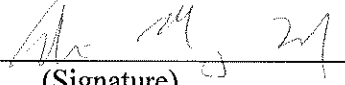
Pro EMS Solutions, Inc.
Name of Proposer

31 Smith Place
Address of Proposer

Cambridge, MA 02138

Telephone Number (617) 682-1830

By:


(Signature)

William Mergendahl
Printed Name

President & CEO
Printed Title

10/28/2022
Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Pro EMS Solutions, Inc.

Address of Proposer

31 Smith Place

Cambridge, MA 02138

Telephone Number (617) 682-1830

By:

(Signature)

William Mergendahl

Printed Name

President & CEO

Printed Title

10/28/2022

Date

TOWN OF NATICK

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer

Pro EMS Solutions, Inc.

Address of Proposer

31 Smith Place

Cambridge, MA 02138

Telephone Number (617) 682-1830

By: _____

(Signature)

William Mergendahl

Printed Name

President & CEO

Printed Title

10/28/2022

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Pro EMS Solutions, Inc.

Address of Proposer

31 Smith Place

Cambridge, MA 02138

Telephone Number (617) 682-1830

By:  _____

(Signature)

William Mergendahl

Printed Name

President & CEO

Printed Title

10/28/2022

Date

TOWN OF NATICK

ATTACHMENT H
FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

This Contract is made this _____ day of _____ 2022, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the "Town of Natick," or "the Town") and _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services as set forth in the Request for Proposals for Ambulance Billing Services in the Town of Natick ("RFP"), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end three (3) years later.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

5. **Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices/percentages stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. **Warranty**

DELETED – NOT APPLICABLE.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions) - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson,
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L North, Esq.
 Office of the Town Counsel
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

employees and contractors, and to withholding and remitting child support.

- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

of its obligations under this Contract.

- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left blank.)

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

The Town of Natick, Massachusetts

by: the Natick Select Board

Paul R. Joseph, Chair

Michael J. Hickey, Jr., Vice Chair

Bruce T. Evans, Clerk

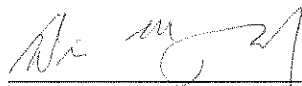
Kathryn M. Coughlin

Richard Sidney

Dated: _____

Pro EMS Solutions, Inc.

Printed Name of Contractor
by:



Signature

William Mergendahl
Printed Name

President & CEO
Printed Title

Dated: 10/28/2022

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Michelle L. Laramée
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 __, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



**PROFESSIONAL
AMBULANCE**

Pro EMS Solutions

Independent Service Auditor's Report on a
Description of a Service Organization's
System and the Suitability of the Design and
Operating Effectiveness of Controls

July 1, 2020 – June 30, 2021

SOC 1 Type 2





PROFESSIONAL AMBULANCE

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SECTION I – INDEPENDENT SERVICE AUDITOR’S REPORT

Independent Service Auditor's Report

Ethan McKenney
Director of Compliance
Pro EMS Solutions
31 Smith Place
Cambridge, MA 02138

Scope

We have examined Pro EMS Solutions' (the "Company") description of its ambulance billing system (the "system") in Section III entitled "Pro EMS Solutions' Description of its Ambulance Billing System" (the "description") for processing user entities' transactions throughout the period July 1, 2020 to June 30, 2021 (the "period") and the suitability of the design and operating effectiveness of the controls included in the description to achieve the related control objectives stated in the description, based on the criteria identified in the "Assertion of the Management of Pro EMS Solutions" (the "assertion"). The controls and control objectives included in the description are those that management of the Company believes are likely to be relevant to user entities' internal control over financial reporting, and the description does not include those aspects of the ambulance billing system that are not likely to be relevant to user entities' internal control over financial reporting.

Complementary user entity controls

The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of the Company's controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Subservice organizations

The Company uses a subservice organization to hosting services. The description includes only the control objectives and related controls of the Company and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified by the Company can be achieved only if complementary subservice organization controls assumed in the design of the Company's controls are suitably designed and operating effectively, along with the related controls at the Company. Our examination did not extend to controls of the subservice organization and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

Service organization's responsibilities

In Section II, the Company has provided an assertion about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. The Company is responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the description.

Service auditor's responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the description is fairly presented, and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of controls involves—

- performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion.
- assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description.
- testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the description were achieved.
- evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

Inherent limitations

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in processing or reporting user transactions. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Description of tests of controls

The specific controls tested, and the nature, timing, and results of those tests are listed in Section IV.

Other information provided by Pro EMS Solutions

The information in Section V titled "Other Information Provided by Pro EMS Solutions" is presented by Company management to describe its response to certain testing exceptions and is not a part of the Company's description of its ambulance billing system made available to user entities during the period July 1, 2020 to June 30, 2021. Information in Section V has not been subjected to the procedures applied in the examination of the description and of the suitability of the design and operating effectiveness of controls to achieve the related control objectives stated in the description and, accordingly, we express no opinion on it.

Opinion

In our opinion, in all material respects, based on the criteria described in the Company's assertion—

- a. the description fairly presents the ambulance billing system that was designed and implemented throughout the period.
- b. the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period and subservice organizations and user entities applied the complementary controls assumed in the design of the Company's controls throughout the period.
- c. the controls operated effectively to provide reasonable assurance that the control objectives stated in the description were achieved throughout the period if complementary subservice organization and user entity controls assumed in the design of the Company's controls operated effectively throughout the period.

Restricted use

This report, including the description of tests of controls and results thereof in Section IV, is intended solely for the information and use of the Company, user entities of the Company's ambulance billing system during some or all of the period, and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. This report is not intended to be, and should not be, used by anyone other than these specified parties.

Assure Professional, LLC

Assure Professional, LLC
Clemson, South Carolina
January 7, 2022

SECTION II – ASSERTION OF THE MANAGEMENT OF PRO EMS SOLUTIONS



**PROFESSIONAL
AMBULANCE**
and Oxygen Service Inc.



P.O. Box 410326 31 Smith Place Cambridge, MA 02141

tel: 617.492.2700

800.653.3640

fax: 617.492.0806

Assure Professional, LLC
Clemson, South Carolina

We have prepared the description of Pro EMS Solutions' (the "Company") Ambulance Billing System entitled "Pro EMS Solutions' Description of its Ambulance Billing System" (the "description") for processing user entities' transactions throughout the period July 1, 2020 to June 30, 2021 (the "period") for user entities of the system during some or all of the period, and their auditors who audit and report on such user entities' financial statements or internal control over financial statement reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by subservice organizations and user entities of the system themselves when assessing the risks of material misstatement of user entities' financial statements.

The Company uses a subservice organization for hosting services when processing user entities' transactions. The description includes only the control objectives and related controls of the Company and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified in the description can be achieved only if complementary subservice organization controls assumed in the design of our controls are suitably designed and operating effectively, along with the related controls. The description does not extend to controls of the subservice organization.

The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls, assumed in the design of the Company's controls, are suitably designed and operating effectively, along with related controls at the service organization. The description does not extend to controls of the user entities.

We confirm, to the best of our knowledge and belief, that:

- 1) The description fairly presents the Company's Ambulance Billing System made available to user entities of the system during some or all of the period for processing user entities' transactions as it relates to controls that are likely to be relevant to user entities' internal control over financial reporting. The criteria we used in making this assertion were that the description:
 - a) Presents how the system made available to user entities of the system was designed and implemented to process relevant user entity transactions, including, if applicable:



PROFESSIONAL AMBULANCE

and Oxygen Service Inc.



P.O. Box 410326 31 Smith Place Cambridge, MA 02141

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- i) The types of services provided, including, as appropriate, the classes of transactions processed.
 - ii) The procedures, within both automated and manual systems, by which those services are provided, including, as appropriate, procedures by which transactions are initiated, authorized, recorded, processed, corrected as necessary, and transferred to the reports and other information prepared for user entities of the system.
 - iii) The information used in the performance of the procedures including, if applicable, related accounting records, whether electronic or manual, and supporting information involved in initiating, authorizing, recording, processing, and reporting transactions; this includes the correction of incorrect information and how information is transferred to the reports and other information prepared for user entities.
 - iv) How the system captures and addresses significant events and conditions other than transactions.
 - v) The process used to prepare reports and other information for user entities.
 - vi) The services performed by a subservice organization, if any, including whether the carve-out method or the inclusive method has been used in relation to them.
 - vii) The specified control objectives and controls designed to achieve those objectives including, as applicable, complementary user entity controls and complementary subservice organization controls assumed in the design of the controls.
 - viii) Other aspects of our control environment, risk assessment process, information and communications (including the related business processes), control activities, and monitoring activities that are relevant to the services provided.
- b) Includes relevant details of changes to the Ambulance Billing System during the period covered by the description.
 - c) Does not omit or distort information relevant to the system, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities of the system and their user auditors and may not, therefore, include every aspect of the Ambulance Billing System that each individual user entity of the system and its auditor may consider important in its own particular environment.
- 2) The controls related to the control objectives stated in the description were suitably designed and operating effectively throughout the period to achieve those control objectives if subservice organizations and user entities applied the complementary controls assumed in the design of the Company's controls throughout the period. The criteria we used in making this assertion were that:



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- a) The risks that threaten the achievement of the control objectives stated in the description have been identified by management.
- b) The controls identified in the description would, if operating effectively, provide reasonable assurance that those risks would not prevent the control objectives stated in the description from being achieved.
- c) The controls were consistently applied as designed, including whether manual controls were applied by individuals who have the appropriate competence and authority.

By: *Ethan McKenney*

Title Dir of Compliance

January 7, 2022

SECTION III – PRO EMS SOLUTIONS’ DESCRIPTION OF ITS AMBULANCE BILLING SYSTEM

DESCRIPTION OF OPERATIONS AND CONTROLS PROVIDED BY MANAGEMENT

Company Background and Services Overview

Professional Ambulance Service (“Pro EMS” or the “Company”) has proudly served the City of Cambridge, Massachusetts, for more than 40 years, providing emergency medical services in cooperation with the Cambridge Fire, Police and Emergency Communications Departments. In addition to serving the City of Cambridge, Pro EMS provides emergency medical services to Harvard University and the Massachusetts Institute of Technology. Pro EMS partners with Emerson Hospital, located just north and west of Cambridge, to provide advanced life support (ALS) services to the eight communities of the Central Middlesex Emergency Response Association (CMERA).



Pro EMS paramedics undergo continuous training in the latest EMS techniques and technologies, providing the best in clinically sophisticated pre-hospital care.

Pro EMS was the first ambulance service in Massachusetts to be accredited by the Commission on Accreditation of Ambulance Services (CAAS) for compliance with national standards, and the only ambulance service in the state to be recognized as an Accredited Center of Excellence (ACE) by the International Academies of Emergency Dispatch.

Pro EMS also provides a number of special operations services, including a 24/7 Incident Support Unit, mass casualty incident response, and disaster victim assistance. Pro EMS provides coverage for special events, such as Boston’s Fourth of July, Harvard University commencement and athletics, and the Head of the Charles Regatta.

Pro EMS’ paramedics and EMTs work in a tiered system: Advanced Life Support (ALS) units are staffed with two paramedics, or one paramedic and one EMT. Basic Life Support (BLS) units are staffed with two EMTs. The closest, most appropriate resource is assigned to emergency and non-emergency calls.

The Pro EMS Support Services team is responsible for facilities, materials management, vehicle cleanliness and compliance, with the goal of keeping each vehicle in service with minimal downtime. Support Services acquires all of the replacement medications administered by field crews, handles the purchasing of all disposable medical supplies, recovers reusable medical equipment, and is responsible for restocking ambulances. Support Services also oversees maintenance programs for all biomedical equipment, including cardiac monitors, AEDs, and stretchers, while serving as an integral part of the Fleet Maintenance process.

Fleet Management is about process. Each ambulance receives scheduled maintenance every 5, 000 miles, in accordance with Ford’s Severe Duty Schedule. Careful monitoring of our fleet helps maximize efficiency and minimize maintenance costs.



Pro EMS provides 911 and non-emergency transport services to the Cambridge and Emerson Paramedics service areas. We also provide a number of special operations services, including a 24/7 Incident Support Unit, mass casualty incident response, and disaster victim assistance. Pro EMS provides coverage for special events, such as Boston’s Fourth of July, Harvard University commencement and athletics, and the Head of the Charles Regatta.

Boundaries of the Systems

The scope of this report includes the following Pro EMS facilities that support the ambulance billing:

Platform	Facility	Function
All Services	Cambridge, MA	Corporate HQ
Congruity 360 – subservice organization	Pembroke, MA	Data Center Colocation

RELEVANT ASPECTS OF THE CONTROL ENVIRONMENT, RISK ASSESSMENT, MONITORING, INFORMATION, AND COMMUNICATION

Control Environment

The control environment sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure. Control environment factors include the integrity and ethical values, competence of the entity's people; management's philosophy and operating style; the way management assigns authority and responsibility and organizes and develops its people. The Company has established controls which foster shared values and teamwork in pursuit of the organization's objectives.

Integrity and Ethical Values

Integrity and high ethical standards are qualities essential to the Company's business and are viewed as fundamental standards of behavior for all employees. The effectiveness of internal controls cannot rise above the integrity and ethical values of the people, who create, administer, and monitor them. The Company established programs and policies designed to communicate and reinforce the integrity and ethical standards of the Company. Any employee found to have violated the ethics policy may be subject to disciplinary action, up to and including termination.

Commitment to Competence

The Company defines competence as the knowledge and skills necessary to accomplish tasks that define an employee's roles and responsibilities. The Company seeks only high-quality staff with significant experience, education, and understanding of working in a team environment. Management analyzes the knowledge and skills required to complete given tasks and confirms the individuals are capable of completing the tasks through interviewing, reference and background checks, as well as other investigative means.

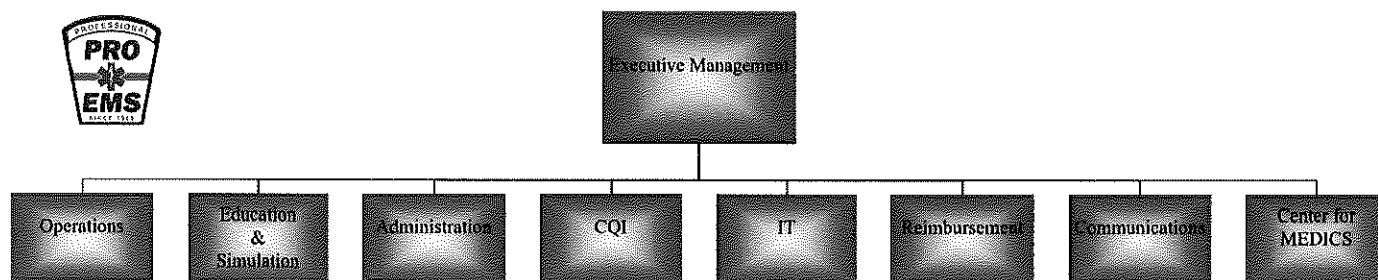
Management Oversight and Organizational Structure

The Company's organizational structure provides the framework within which its activities for achieving entity-wide objectives are completed and analyzed. The Company is organized in a manner which defines key areas of authority while maintaining adequate separation of duties.

Roles and Responsibilities

Everyone in the Company has some responsibility for achieving the obligations of the Company. Proper lines of communication are in place to discuss operational activities and risks of the Company in a timely manner with management. The Company's management encourages individuals and teams to use initiative in addressing issues and resolving problems.

The following organizational chart depicts the Company's corporate structure:



The Company is organized into the following teams:

Executive Management

This department is responsible for developing and establishing organizational goals, strategic vision, organizational direction, client strategy, client acquisition, market positioning, and overall company growth. The Executive Management establishes, manages, and communicates performance metrics to department managers.

Operations

Pro EMS provides 911 and non-emergency transport services to the Cambridge and Emerson Paramedics service areas. We also provide a number of special operations services, including a 24/7 Incident Support Unit, mass casualty incident response, and disaster victim assistance. Pro EMS is pleased to provide coverage for special events, such as Boston's Fourth of July, Harvard University commencement and athletics, and the Head of the Charles Regatta.

Education & Simulation

This department's primary responsibility is for the training and education programs for Pro EMS employees and more than a dozen outside agencies who contract their training through Pro EMS and Pro EMS Center for MEDICS. This includes creating and delivering H.A.L.O training, new employee orientation, and other training sessions as needed. This department also maintains the simulation facilities and equipment used at Pro and Center for MEDICS.

Administration

This department's primary responsibility is for Pro EMS's human resource functions including benefits, payroll, certification tracking and accounting.

CQI

This department's primary responsibility is for all aspects of the Pro EMS Continuous Quality Improvement Program. This role reviews all patient care reports and collects clinical data.

IT

This department's primary responsibility is to focus is solely on the technical requirements of the company including infrastructure, security and day to day operations.

Reimbursement

This department's primary responsibility is for all aspects of the accounts receivable function at Pro EMS. This department has often served as an experienced resource for outside entities with questions regarding EMS billing issues.

Communications

This department's primary responsibility is for overseeing the daily operations of the dispatch center. It also manages the dispatch CQI program including reviewing 100% of the emergency calls through ProQA and all negative response times.

Center for MEDICS

This department's primary responsibility is that all training needs for our partner hospitals, preceptors and instructors are met. In addition to the two post-secondary paramedic education programs, Center for MEDICS offers certification and continuing education courses to more than five thousand people annually.

Human Resource Policies and Practices

HR policies and practices are documented in the employee handbook. The policies include controls for hiring, training, evaluating, promoting, and compensating employees. All prospective employees are subject to screening procedures which allow the Company to avoid hiring candidates who are not suitable for the position or who are of poor moral character. Management conducts employee performance evaluations on a systematic basis and relates them to the Company's goals.

Risk Assessment

Every entity faces a variety of risks from external and internal sources that must be assessed. A precondition to risk assessment is establishment of objectives, linked at different levels and internally consistent. Risk assessment is the identification and analysis of relevant risks to the achievement of Company objectives and forming a basis for determining how the risks should be managed. Because economic, industry, regulatory and operating conditions will continue to change, mechanisms are needed to identify and deal with the special risks associated with change.

Management is proactive in identifying the risks that threaten client commitments. Risk assessment efforts include analyses of threats, probabilities of occurrence, potential business impacts, and associated mitigation plans. Risk mitigation strategies include prevention and elimination through the implementation of internal controls and transference of risk through insurance policies. The Company maintains insurance coverage in order to transfer certain identified risks. Additional insurance policies may be acquired as needed to satisfy certain contractual obligations.

Information Systems

The Company's information system is based on Microsoft Windows ("Windows"). A Windows Domain is in place to establish boundaries to the information system. The information system allows the Company to accept data from its clients using a variety of secure methods including Secure File Transfer Protocol ("SFTP"), Secure Sockets Layer ("SSL"), Virtual Private Network ("VPN"), and encrypted email messages. The Company maintains a third-party agreement for high speed internet access. The Company purchases servers and components known for reliability, serviceability, and redundancy features. Multiple servers are in place and configured to eliminate a single point of failure and are thoroughly tested before being installed into the production environment.

Physical Security

Main Office

Access to the office suite is restricted to authorized users by a pin keypad. Visitors are buzzed in by staff monitoring the entrances in the dispatch center.

Entrances to the building and critical areas are monitored 24 hours a day, 7 days a week by security cameras and onsite personnel. The camera activity is recorded and archived for a minimum number of days. Software is utilized to manage the surveillance system which allows for real time and ad hoc review of recordings. The system can be viewed by authorized staff both on-site and remotely via a web browser.



Server Room

The server room is a secure zone and is locked at all times. Access is restricted to authorized personnel using a pin pad.

Environmental Security

Main Office

The environmental systems at the facility are managed and maintained by the landlord. HVAC systems are in place to protect computer equipment and maintain a comfortable work environment. Periodic maintenance is performed to ensure the systems are operating as intended. Fire suppression systems are in place to protect against fire. The fire suppression systems include water sprinklers and handheld fire extinguishers. The landlord performs periodic inspections of the fire suppression systems.

Backup Power – The Company utilizes a redundant source of Uninterruptible Power Supply (UPS) systems. In the event of an electrical failure, the battery powered electrical supply system provides approximately 30 minutes of power. All computers and communications equipment in the server room are connected to a UPS. This allows time for the computer systems to automatically shut down to protect against the loss of data.

In the event of extended power outages, a backup generator is located on site. An automatic transfer switch controls the power load when switching between commercial and auxiliary power.

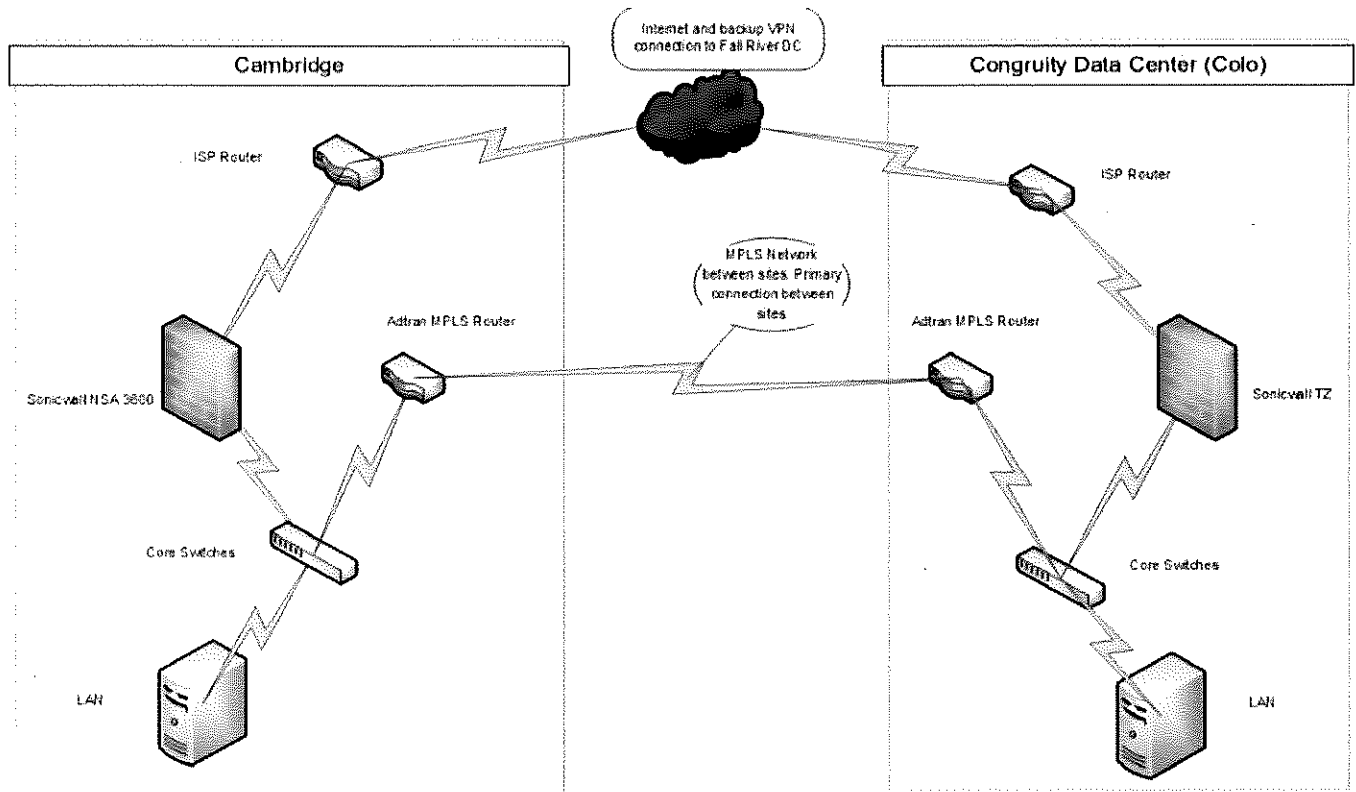
Server Room

The temperature of the server rooms is controlled by dedicated and redundant systems. Personnel receive alerts if temperature levels exceed pre-established thresholds.

Information Security

Security is critical to the physical network, computer operating systems, and application programs. Each area offers its own set of security issues and risks. The Company has implemented a comprehensive security program that offers a high level of protection corresponding with the value of the assets. The information security program provides reasonable protection against unauthorized access, disclosure, modification, or destruction, as well as to assure the availability, integrity, usability, authenticity, and confidentiality of information. This applies to all systems that manage or store data.

High Level Network Overview



Confidentiality and Privacy

All members of the Company are obligated to protect confidential data in their control. The Information Security Policy discusses the methods of protecting such information and procedures to safeguard the data during transmission.

Accountability

Individual users are responsible for ensuring that others do not access data or information from their systems. Users must take great care in protecting their usernames and passwords and this information is never to be loaned or given to other members of the Company or outside individuals. Disclosing this information could lead to vulnerabilities of the system as well as to the data and information contained on the system.

Responsibility for guaranteeing appropriate security for data, systems, and networks is assigned to the Director of Information Technology. The Director of Information Technology is responsible for designing, implementing, and maintaining security protection, but management retains responsibility for ensuring compliance with this policy. In addition to management and information technology staff, the individual user is responsible for the information technology equipment and resources under his or her control.

Computer Operations

Systems Monitoring

The Company's Information Technology team regularly monitors the customer-hosted network. Overall database health and capacity are monitored to ensure the system will meet clients' needs. Information Technology monitors security access violations, including server logs and reports.

Monitoring policies and procedures are utilized for addressing issues relating to outages of critical services or other issues needing immediate action. These procedures vary based on the defined severity level of the problem. Company engineers use several monitoring tools to identify and provide alerts.

Malicious Code Management

The Company's Network Policy ensures that all computer devices (including servers, desktops, laptops, etc.) connected to the network have proper virus protection software, current virus definition libraries, and the most recent operating system and security patches installed. In the event of a virus threat, the antivirus system will attempt to delete or quarantine the infected file. If the virus cannot be deleted or quarantined, the infected machine will be disconnected from network and cleaned manually.

Logical Access

Access to resources and data are granted to individuals based on their job responsibilities. New user accounts are established only upon receipt of properly authorized requests. The IT Manager is the security administrator and is responsible for ensuring adherence to the security policy which addresses logical access control procedures.

Individual access capabilities are removed immediately by IT or data owners upon the notification of termination of employment, change of responsibilities, or termination of a contract with a client that uses the system. System security access levels are periodically reviewed by IT and data owners to ensure individual access rights are appropriate based on job information.

Data Backup and Restore

Backup

The Company has implemented various backup methods as part of its production operations. Using an automated process, jobs are run using a backup utility whereby the target files are identified in predefined backup jobs. The backup system is monitored continuously by the IT manager.

Restore

Restore testing is performed through the course of normal operations and as part of periodic testing. It involves restoring files from backup media or from the secure internet vaulting service.

Network Perimeter Security

The Company utilizes a number of network security technologies to protect and defend Internet-accessible systems.

Routers

Routers are fundamental in the network and control most of the data assets. An unauthorized individual gaining access to any of the routers could compromise all of the Company's data. The routers are located in the secured server room.

Firewall

The Company utilizes a firewall at the perimeter of its network to protect against threats from the Internet. The firewall protects the Company's LAN from the WAN environment. The firewall is also used for VPN management for gateway-to-gateway connections as well as gateway-to-user connections.

Network Address Translation (NAT)

NAT allows computers on a private network to access the Internet through an intermediary called the Network Address Translator. The Network Address Translator examines all packets destined for the Internet, removes the private IP address from the IP header, substitutes the address of the NAT public interface, and forwards it to the destination. When the resource at the destination IP address responds to the request, the Network Address Translator receives it, checks its internal table to see which client the packet belongs to, and forwards it to the proper client.

The Company uses NAT on the main Internet router to provide hidden Internet addresses to internal Company computers. This effectively mitigates the possibility of external sources finding the addresses of internal Company computers.

Virtual Private Network (VPN)

A VPN is used to provide secure, encrypted communication between a network and a remote host or other remote networks over the public Internet. VPNs allow the establishment of an encrypted tunnel that protects the flow of network traffic from eavesdroppers. Instead of using a dedicated, real world connection such as a leased line, a VPN uses virtual connections routed through the Internet from the private network to the remote site or employee.

Virtual Private Networking is used to allow remote users to access the Company's internal network. Users authenticate with the VPN concentrator and then authenticate with the Windows domain to gain access to network resources. A Remote Access Policy is in place to describe the Company-established rules for utilizing a VPN connection.

Secure Storage, Document Destruction

Media Destruction

The Company has an established Records Management Policy. All computer systems, electronic devices, and electronic media are properly cleaned of sensitive data and software before being transferred outside of the corporate office either as surplus property, donation, or as trash.

Computer hard drives are sanitized by physical destruction. Non-rewritable and rewritable media, such as CDs, CDRs, or non-usable hard drives must be destroyed physically.

Document Destruction

Per the Company's policy requirements to destroy sensitive paper, Company personnel are required to shred documents classified as confidential. A 3rd party shredding company periodically shreds documents stored in the secure shredding bins.

Processing Activities

Communications Center

PRO's Communications Center receives calls a few different ways. The first and most common being, directly from the Town/City's Emergency Communications Center (ECC) via either direct connection with PRO's Computer Aided Dispatch system (CAD) or by phone call. PRO may also receive calls through Armstrong Ambulance who is contracted for outsourcing call taking for 911 calls. 5-6 municipalities transfer their medical 911 calls into Armstrong, containing state-approved Emergency Medical Dispatch (EMD) capabilities, and enter them into PRO's CAD for the Communications Center to dispatch.

The other way that PRO will receive calls is a phone call directly to the Communications Center with a request for service from the requestor. Dispatchers see all calls live in the CAD.

The Director of Communications at PRO audits at least 25% of the EMD calls through both Armstrong and PRO to ensure the dispatchers are following the defined protocols. Records of these reviews are maintained by PRO. EMD training is maintained by the Director of Communications on a monthly basis with new hire training provided to all new dispatchers. All training and reviews are approved by PRO's accrediting body: The National Academy of Emergency Dispatch.

The Director of Communications audits all calls that have extended response times. SLA's require responses under 8 minutes, 59 seconds or under 14 minutes, 59 seconds at least 90% of the time, depending on the municipality. Response times are calculated from the time that PRO receives the address of the call until the time the unit arrives on scene. Vehicle GPS, radio recordings, and reports from the CAD are all used to audit these calls.

Billing

PRO Ambulance Billing has provided billing services and consulting to many emergency services organizations, including municipal Fire Departments, third service, hospital-based, and private ambulance services. All billing personnel are Certified Ambulance Coders (CACs) through the National Association of Ambulance Coders (NAAC). Both ICD-109 codes and HCPCS codes are utilized as a standard across the industry. Information from the Patient Care Record (PCR) and the hospital's face-sheet is utilized by a CAC to review and update patient demographic and coverage information.

Bills are processed in a timely manner utilizing a workflow-based software environment. Automating this process means bills are sent out every day. Most claims spend fewer days in Accounts Receivable because we submit electronically. PRO's electronic billing system facilitates the application of accurate payment posting to patient accounts and allows for easier tracking of past due amounts and remittance.

PRO billing specialists perform all follow-up billing work, including database searches, hospital communications, determining insurance eligibility, and responding to special requests. Most claims submission, patient demographic verification, eligibility verification, skip-tracing, etc. are handled through RescueNet Billing and other integrated software solutions. The software system also functions as a dedicated HIPAA log tracking signatures, documentation requirements, confidentiality releases, and access to PHI.

PRO has setup a Lockbox for each customer through which claims checks are deposited and reports are generated for credit tracking and posting for each call. Electronic Fund Transfers (EFTs) are made directly into customers' accounts when available from the payor. For EFTs, payment Explanation of Benefits are accessed daily through web-portals by PRO to track and post payments for each call.

Billing reports are generated on a monthly basis for reconciliation. The Director of Compliance will reconcile all accounts' payments. Once accounts have been reconciled, the billing reports are sent to the clients.

Narcotics

When an ambulance is in service as a BLS Unit the Drug Box will be locked by the combination lock provided in every ambulance and access by non-authorized individuals is prohibited. Paramedics are the only authorized personnel to access the Drug Box.

The Controlled Substances must be removed from the ambulance if it is out of the control of PRO. When removed from the ambulances the controlled substances must be locked securely in the Support Services cage and the ambulance should have a "NO ALS GEAR" sign. All PRO vehicles are to be sealed and locked at all times. Medications are kept in sealed boxes, bags, and/or compartments inside the locked vehicle.

Prior to the start of shift the Support Services Technician(s) will complete a Daily Vehicle Checklist (DVC). The seal number on the Schedule II and IV drug box should be recorded by the paramedic crew member. If the seal is missing or broken a Supervisor should be notified, a seal replaced, and the new seal number recorded in the Drug Log and on the DVC.

An ALS Drug Log is assigned to each ALS vehicle. The log is to remain with the respective ALS equipment should that equipment be placed in an alternate vehicle or location. The ALS Drug Log must be initialed by both (ALS and BLS) crew members prior to beginning each shift. ALS Drug Logs must also be marked to reflect when the vehicle is out of service to ensure that all shifts are documented, this is done by the Support Services Officer via a weekly audit of the Drug Log.

PRO maintains an agreement to replace used, expired and/or damaged medications with the Cambridge Hospital, the Mount Auburn Hospital and the Emerson Hospital. Procedures for replacement at each facility vary. A SMEMS Medication Replacement Form must be completed when replacing medications. The controlled substances in the secondary narcotics box (located in the Orange ALS 1st In Bag) should be used to re-stock the primary narcotics box. An inventory control tag shall be replaced on both the primary and secondary narcotics boxes. The primary narcotics box should be re-stocked, returned to a full complement and resealed as soon as practicable after each patient encounter. The secondary narcotics box should be resealed, and Dispatch should be notified of your need to replace a controlled substance. Dispatch will need the following information from the Paramedic:

A Supervisor will re-stock the secondary narcotics box as soon as possible. Paramedics are not responsible for re-stocking the secondary narcotics box. It is not uncommon that the secondary narcotics box may not be re-stocked to a full complement until the completion of your shift and the vehicle is returned to Cambridge.

The paramedic will document the administration of a controlled substance in the PCR as an intervention and document the amount used in the Narcotics Logbook. Any unused portion of the medication that has been wasted requires the Paramedic to document the facility name, name of the RN witness and the amount wasted in the narrative section of the PCR. The amount wasted, and facility name are also documented in the Narcotics Logbook. The paramedic will re-inventory, restock and document the recount in the Narcotics Logbook for both narcotics boxes prior to sealing both with inventory control tags.

Communications

The Company uses a variety of methods for communication to ensure that significant events and issues are sent in a timely manner and that staff understand their role and responsibility over service and controls. These methods include the following: new hire training, ongoing training, policy and process updates, and departmental meetings summarizing events and changes, and the use of e-mail systems. The Company maintains systems that manage the flow of information and facilitate communication with its customers.

Monitoring

Company management performs monitoring activities as part of normal business operations to assess the quality of the internal control environment. Management performs regular reviews of tasks assigned to their teams. Monitoring activities are used to initiate corrective action through team meetings, client conference calls, and informal notifications. Corrective actions are taken as required to correct deviations from company policy and procedures. Tasks that are not addressed in a timely manner are manually escalated and resolved.

Control Objectives and Related Control Activities

The Company's control objectives and related control activities are included in Section III of this report and have been removed from the description to eliminate redundancy. The control objectives listed in Section III are, nevertheless, an integral part of the Company's description of controls.

The description of the service auditor's tests of operating effectiveness and the results of those tests are also presented in Section III, adjacent to the service organization's description of controls. The description of the tests of operating effective and the results of those tests are the responsibility of the service auditor and should be considered information provided by the service auditor.

Significant Events and Conditions

No significant events or conditions were noted by management during the audit examination period.

Complementary Controls at User Organizations

The Company's applications are designed with the assumption that certain controls would be implemented by user organizations. In certain situations, the application of specific controls at the user organization is necessary to achieve control objectives included in this report.

This section describes additional controls that should be in operation at user organizations to complement the controls at the Company. User auditors should consider whether or not the following controls have been placed in operation at the user organizations:

1. User organizations are responsible for controls to provide reasonable assurance that changes to processing options (parameters) are appropriately authorized, approved, and implemented.
2. User organizations are responsible for controls to provide reasonable assurance those transactions are appropriately authorized, complete, and accurate.
3. User organizations are responsible for controls to provide reasonable assurance that erroneous input data are corrected and resubmitted.
4. User organizations are responsible for controls to provide reasonable assurance that output reports are reviewed by appropriate individuals for completeness and accuracy.
5. User organizations are responsible for informing the Company of any regulatory issues that may affect the services provided by the Company.
6. User organizations are responsible for controls for user organizations to ensure compliance with contractual requirements.
7. User organizations are responsible for controls to notify the Company in a timely manner when changes are made to technical, billing, or administrative contact information.
8. User organizations are responsible for controls to comply with the operating instructions of the Company's products and applications.

9. User organizations are responsible for controls for the supervision, management, and control of the use of the Company's applications by its personnel.
10. User organizations are responsible for controls for system sign-on controls and procedures for the selection and printing of available reports at their respective locations.
11. User organizations are responsible for controls to ensure that user organizations adopt strong operating system and application password management procedures, including using passwords that cannot be easily compromised and require to change on a regular basis.
12. User organizations are responsible for controls to ensure the confidentiality of any user IDs and passwords assigned.
13. User organizations are responsible for controls to immediately notify the Company of any actual or suspected information security breaches, including compromised user accounts.
14. User organizations are responsible for controls to maintain their own systems of recordkeeping.
15. User organizations are responsible for controls to dictate the use of encryption.
16. User organizations are responsible for controls to provide reasonable assurance that the customer has procedures in place for developing, maintaining and testing their own business continuity plans ("BCP").
17. User organizations are responsible for controls to provide reasonable assurance of the transmission and receipt of information not provided by the Company.
18. User organizations are responsible for controls for approving the telecommunications infrastructure between itself and the Company.

The list of user organization control considerations presented above do not represent a comprehensive set of all the controls that should be employed by user organizations. Other controls may be required at user organizations. Processing of information for customers by the Company covers only a portion of the overall internal control structure of each customer. The Company's products and services were not designed to be the only control component in the internal control environment. Additional control procedures are required to be implemented at the customer level. It is not feasible for all of the control objectives relating to the processing of transactions to be completely achieved by the Company. Therefore, each customer's system of internal controls must be evaluated in conjunction with the internal control structure described in this report.

**SECTION IV – DESCRIPTION OF PRO EMS SOLUTIONS’ CONTROL OBJECTIVES AND
RELATED CONTROLS, AND INDEPENDENT SERVICE AUDITOR’S DESCRIPTION OF TESTS OF
CONTROLS AND RESULTS**

CONTROL OBJECTIVES, CONTROL ACTIVITIES, AND TESTS OF OPERATING EFFECTIVENESS

Control Objective 1 – Organization and Administration

CO 1 – Controls provide reasonable assurance that management provides oversight, segregation of duties, and guides consistent implementation of security practices.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
1.01	The Company has a policy repository that describes the IT security posture and practices of the Company	Inspected the repository of security policies to determine that they were in place and described the security posture and practices of the Company.	No Exceptions Noted.
1.02	Organizational charts are in place to communicate key areas of authority, responsibility, and appropriate lines of reporting to personnel.	Inspected the Corporate Organization Chart to determine that documentation was in place to communicate key areas of authority, responsibility, and appropriate lines of reporting to personnel.	No Exceptions Noted.
1.03	The Company is segregated into separate and distinct functional areas for the purposes of the management and processing of customer information.	Inspected the organizational chart, the documented job descriptions, and conducted inquiry of management to determine that the organization was segregated into separate, logical, and distinct functional areas for the purpose of management and processing of customer information.	No Exceptions Noted.
1.04	The Company has an employee handbook that describes management's philosophy, operating style, and provides HR policy guidance to employees.	Inspected the online employee handbook to determine that management's philosophy and operating style were documented and communicated to employees via the employee handbook and that it provided HR policy guidance to employees.	No Exceptions Noted.

Control Objective 1 – Organization and Administration (Continued)

CO 1 – Controls provide reasonable assurance that management provides oversight, segregation of duties, and guides consistent implementation of security practices.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
1.05	Employees are required to acknowledge the Company's code of conduct that guides employees on the Company's principles and conduct.	Inspected the Conduct Policy as contained in the Employee Handbook to determine that documentation was in place to guide employees on the organization's ethical principles and conduct.	Exceptions Noted; See Below.
	Exception: One (1) of the five (5) sampled new hires did not complete the training over the employee handbook (which includes acknowledgment of the included Conduct Policy).		
1.06	The Company has documented job descriptions that describe the roles and responsibilities of the position.	Inspected the documented job descriptions to determine they were in place and described the roles and responsibilities of the position.	No Exceptions Noted.
1.07	Management meetings are held on a monthly basis to discuss operational issues.	Inquired of management to determine that management meetings were not held as described.	Exceptions Noted; See Below.
	Exception: Through inquiry of management, it was determined that monthly management meetings were not conducted during the period under review.		
1.08	The Company maintains insurance policies to mitigate losses and transfer certain identified risks.	Inspected the certificates of liability insurance to determine that the Company maintained insurance policies to mitigate losses and transfer certain identified risks.	No Exceptions Noted.

Control Objective 1 – Organization and Administration (Continued)

CO 1 – Controls provide reasonable assurance that management provides oversight, segregation of duties, and guides consistent implementation of security practices.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
1.09	The Company has a risk management program to address security and business-related risks.	Inspected the Safety and Risk Management Policy to determine that the Company had a risk management program to address security and business-related risks.	No Exceptions Noted.
1.10	Risk Committee meetings are held monthly to monitor the controls of the company.	Attempted to inspect risk management meetings minutes to determine that company-wide operations were discussed to monitor the controls of the company and new emerging issues.	Exceptions Noted; See Below.
	Exception: The service auditor was unable to obtain evidence to show that risk meetings were held during the period or that risk considerations were discussed during management/leadership meetings.		
1.11	Responsibility for IT Security matters has been assigned.	Inspected the job descriptions of the Chief Information Officer and the Network Administrator to determine that responsibility for IT functions had been delegated.	No Exceptions Noted.
1.12	The Org chart is reviewed on a periodic basis and, if need be, changes are implemented, and the Org chart made current.	Inspected the organizational chart revision history to determine that the Org chart was reviewed on a periodic basis and, if needed, changes were implemented, and the Org chart was made current.	No Exceptions Noted.
1.13	The Company publishes its IT security policy on its corporate website.	Inspected the published policies within the corporate website to determine that the Company published its IT security policy on its corporate website.	No Exceptions Noted.

Control Objective 1 – Organization and Administration (Continued)

CO 1 – Controls provide reasonable assurance that management provides oversight, segregation of duties, and guides consistent implementation of security practices.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
1.14	The Company has documented standard operating procedures to communicate the responsibilities and requirements for delivery of services.	Inspected the ProEMS website for Standard Operating Procedures and conducted corroborative inquiry of management to determine that standard operating procedures were documented and in place.	No Exceptions Noted.
1.15	The Company completes a risk assessment and updates the list of identified risks periodically.	Attempted to inspect the risk assessment to determine that the Company completed a risk assessment and updated the identified risks.	Exceptions Noted; See Below.
	Exception: No formal risk assessment was performed during the audit period.		

Control Objective 2 – Human Resources Security

CO 2 - Controls are in place to ensure that employees, contractors, and third party users understand their responsibilities, are suitable for the roles they are considered for, exit the organization or change employment in an orderly manner.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
2.01	Management has documented its human resource policies and practices.	Inspected the HR procedures and conducted corroborative inquiry with management to determine that management documented its human resource policies and practices were documented and in place.	No Exceptions Noted.
2.02	New hire checklists are used to ensure new staff receive the appropriate level of access to information systems and facilities.	For the selected sample of new hires, inspected the hiring checklist to determine that new hire checklists were used to ensure that new staff receive the appropriate level of access to information systems and facilities.	Exceptions Noted; See Below.
Exception: One (1) of the five (5) sampled new hire's checklist was not completed at the time of onboarding.			
2.03	During the hiring process, a background check is performed on potential employees before they begin employment with the Company.	Inspected the background check reports for the sampled new hires to determine that during the hiring process, a background check was performed on potential employees before they began employment with the Company.	Exceptions Noted; See Below.
Exception: One (1) of the five (5) sampled new hires did not have evidence of a background check.			
2.04	An Electronic Communications Policy is in place that guides staff on the appropriate use of Company computers, information systems, and adherence to security policies.	Inspected the Electronic Communications Policy as contained within the Employee Handbook to determine that a policy was in place that guides staff on the appropriate use of Company computers, information systems, and adherence to security policies.	No Exceptions Noted.

Control Objective 2 – Human Resources Security (Continued)

CO 2 - Controls are in place to ensure that employees, contractors, and third party users understand their responsibilities, are suitable for the roles they are considered for, exit the organization or change employment in an orderly manner.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
2.05	Employees must sign a statement confirming acknowledgment of all policies and procedures in the employee handbook.	For the selected sample of new hires, inspected the training acknowledgments to determine that employees must sign a statement confirming acknowledgment of all policies and procedures in the employee handbook.	Exceptions Noted; See Below.
Exception: One (1) of the five (5) sampled new hires did not complete the training over the employee handbook.			
2.06	Employees with PHI access are trained on confidentiality and acknowledge as part of the training not to disclose proprietary or confidential information.	For the selected sample of new hires with PHI access, inspected the training acknowledgments to determine that employees were trained on confidentiality and acknowledged as part of the training not to disclose proprietary or confidential information.	Exceptions Noted; See Below.
Exception: One (1) of the five (5) sampled new hires did not complete the confidentiality training.			
2.07	Staff are given Security Awareness training during their new hire orientation and are then updated on an annual basis.	For the selected sample of new hires and active employees, inspected the completion logs to determine that staff were given Security Awareness training during their new hire orientation and then updated on an annual basis.	Exceptions Noted; See Below.
Exception: Eighteen (18) of the seventy-two (72) employees assigned the training course did not complete security awareness training during the audit period.			

Control Objective 2 – Human Resources Security (Continued)

CO 2 - Controls are in place to ensure that employees, contractors, and third party users understand their responsibilities, are suitable for the roles they are considered for, exit the organization or change employment in an orderly manner.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
2.08	There is a formal discipline policy for employees who are suspected of rule infractions or violations of company policies.	Inspected the Discipline Process as contained in the Conduct Policy within the Employee Handbook to determine that there was a formal policy for employees who were suspected of rule infractions or violations of company policies.	No Exceptions Noted.
2.09	Management utilizes and retains termination checklists as confirmation of the revocation of system and facility access privileges as a component of the employee termination process.	For the selected sample of terminations, inspected the termination checklist and conducted inquiry of management to determine that management utilized termination checklists as confirmation of revocation of system and facility access privileges when terminated.	No Exceptions Noted.
2.10	The Company has a Social Media Policy that provides guidance to employees on proper utilization of social media.	Inspected the Social Media Communications Policy within the Employee Handbook to determine that a policy was in place to provide guidance to employees on the proper utilization of social media.	No Exceptions Noted.
2.11	The organization maintains a current listing of all Business Associates with access to PHI/PII.	Inspected the Business Associate listing to determine that the organization maintained a current listing of all Business Associates with access to PHI/PII.	No Exceptions Noted.

Control Objective 3 – Environment Security – Main Office

CO 3 – Controls provide reasonable assurance that information technology infrastructure in the main office is secured from certain environmental threats.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
3.01	The facility is equipped with a water sprinkler system, handheld fire extinguishers and dry chem in the server rooms.	During onsite procedures, observed the handheld extinguishers and dry system within the server room and general office area to determine that the facility was equipped with a dry system and handheld fire extinguishers.	No Exceptions Noted.
3.02	An annual fire safety inspection is performed by a third-party vendor to test the effectiveness of the fire detection and suppression systems and devices.	Inspected the suppression system inspection report and the fire extinguisher inspection tags to determine that inspections of fire detection and suppression systems and devices were conducted within the previous twelve months.	No Exceptions Noted.
3.03	The computer rooms are equipped with a dedicated HVAC system.	During onsite procedures, observed the dedicated HVAC system in the server room to determine that the room was equipped with a dedicated HVAC unit.F36D35:F35	No Exceptions Noted.
3.04	A monitoring device produces an audible alert and e-mail notification if the server room air temperature levels exceed predetermined thresholds.	During onsite procedures, observed the monitoring device and inspected the sample email notification and the monitoring dashboards/GUI and conducted inquiry of management to determine that the system was configured to send alerts if temperatures in the server room exceeded pre-established thresholds.	No Exceptions Noted.
3.05	An Uninterruptible Power Supply (UPS) system is in place to provide alternate power in the event of a momentary interruption in commercial power.	During onsite procedures, observed the Uninterruptible Power Supply systems to determine that they were in place to provide alternate power in the event of a momentary interruption in commercial power.	No Exceptions Noted.

Control Objective 3 – Environment Security – Main Office (Continued)

CO 3 – Controls provide reasonable assurance that information technology infrastructure in the main office is secured from certain environmental threats.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
3.06	Automated self-tests and inspections are performed on the UPS system on a periodic basis to ensure proper operation.	Inspected the UPS self-testing results to determine that tests and inspections were performed on the UPS system on a periodic basis to ensure proper operation.	No Exceptions Noted.
3.07	A generator is in place to provide power in the event of an extended power outage.	During onsite procedures, observed the secured generator to determine that a generator was in place to provide power in the event of an extended power outage.	No Exceptions Noted.
3.08	The generator is regularly maintained, inspected, and tested to ensure proper operation.	Inspected the invoice for generator maintenance and conducted inquiry of management to determine that it was maintained as described.	No Exceptions Noted.

Control Objective 4 – Physical Access - Main Office

CO4 – Controls provide reasonable assurance that physical access to assets and resources are restricted to authorized personnel only.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
4.01	The Company has policies and procedures governing physical security controls that limit access to the facility to authorized individuals.	Inspected the Policy on Physical Security of PHI and e-PHI to determine that the Company had policies and procedures governing physical security controls that limit access to the facility to authorized individuals.	No Exceptions Noted.
4.02	Entrances to the facility remain locked or monitored at all times and access is restricted to authorized personnel.	During onsite procedures, observed the entry controls and pin pad access procedures to determine that entrances to the facility remained locked or monitored at all times and access was restricted to authorized personnel.	No Exceptions Noted.
4.03	Entrances to the facility are monitored at all times by Company personnel.	During onsite procedures, observed the facility access procedures to determine that entrances to the facility were monitored at all times by Company personnel.	No Exceptions Noted.
4.04	Computer rooms that store target data and systems are locked at all times with access restricted to authorized personnel.	During onsite procedures, observed the server room access procedures and conducted inquiry of management to determine that the room was locked at all times with access restricted to authorized personnel.	No Exceptions Noted.
4.05	Pin Codes are issued to certain staff and documented logs maintained of issuance are maintained.	Inspected the assignment report and conducted inquiry of management to determine that management maintained logs of codes issued to staff.	No Exceptions Noted.
4.06	There is controlled access to patch panels and cable rooms to prevent unauthorized physical network connections.	During onsite procedures, observed the secured patch panels to determine that they were secured at all times.	No Exceptions Noted.

Control Objective 4 – Physical Access - Main Office (Continued)

CO4 – Controls provide reasonable assurance that physical access to assets and resources are restricted to authorized personnel only.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
4.07	Management utilizes a pin pad access system to limit access to and within the Company's facilities.	During onsite procedures, observed the pin pad access procedures to determine that it was in place and restricted access to and within the facilities.	No Exceptions Noted.
4.08	Surveillance cameras record activities at the facility entrances and other areas within the facility.	During onsite procedures, observed the surveillance cameras to determine that surveillance cameras recorded activities at the facility entrances and other areas within the facility.	No Exceptions Noted.
4.09	Surveillance camera recordings are maintained for a minimum number of days, allowing the capability for ad hoc review and investigations.	Inspected the camera retention to determine that surveillance camera recordings were maintained.	No Exceptions Noted.
4.10	The Company conducts security walkthroughs and reviews the adequacy of the physical access controls on a bi-annual basis.	Inspected the facility maintenance review logs to determine that the Company conducts security walkthroughs and reviews the adequacy of the physical access controls on a bi-annual basis.	No Exceptions Noted.

Control Objective 5 – Backup and Recovery

CO5 – Controls provide reasonable assurance that timely system backup, including daily backups of critical files and offsite backup storage.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
5.01	Management maintains documented backup schedules, policies, and procedures.	Inspected the Policy on Creating Backups of ePHI and conducted inquiry of management to determine that management maintains policies and procedures for backups.	Exceptions Noted; See Below.
	Exception: The Backup Policy contains outdated references to physical backup media, which was not in use during the audit period.		
5.02	Automated backup systems are utilized to perform the scheduled system backups of target data.	Inspected the scheduled backup jobs and completion logs to determine that an automated backup system was utilized to perform the scheduled system backups.	Exceptions Noted; See Below.
	Exception: Evidence provided showed backups being run hourly. However, the policy requires that incremental backups be run every 15 minutes.		
5.03	Backup jobs are monitored, and notification alerts are sent in the event of backup failure.	Inspected the backup alerting configuration, an example email alert, and conducted a corroborative inquiry of management to determine that computer operations personnel monitored the success or failure of data backups on a daily basis and were notified of backup job status via backup log entries and e-mail notifications.	No Exceptions Noted.

Control Objective 5 – Backup and Recovery (Continued)

CO5 – Controls provide reasonable assurance that timely system backup, including daily backups of critical files and offsite backup storage.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
5.04	Backup media containing target data utilizes password protected encryption to prevent unauthorized access.	Inspected the backup encryption configurations and conducted a corroborative inquiry of management to determine that backup media and backup sets were encrypted and password protected to restrict access.	No Exceptions Noted.
5.05	Access to modify backup jobs and backup job notification settings is restricted to authorized personnel.	Inspected the authorized backup administrators and conducted a corroborative inquiry of management to determine that access to make changes to the backup jobs and backup notification settings was restricted to authorized personnel.	No Exceptions Noted.

Control Objective 6 – Computer Operations

CO6 – Controls provide reasonable assurance that systems are maintained in a manner that helps ensure system availability.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
6.01	A monitoring application is utilized to monitor network devices and critical systems.	Inspected the network and system monitoring application to determine that the organization utilized monitoring applications to measure production systems utilization and availability.	No Exceptions Noted.
6.02	A monitoring application sends e-mail alert notifications to operations personnel when predefined thresholds are exceeded on monitored network devices.	Inspected the monitoring configuration and an example alert to determine that sufficient notification takes place when predefined thresholds are exceeded.	No Exceptions Noted.
6.03	The Company has a Security Incident Response Policy and Procedures in place to provide policy guidance for responding to and reporting security breaches.	Inspected the Security Incident Management Policy to determine that the Company had a Security Incident Response Policy and Procedures in place to provide policy guidance for responding to and reporting security breaches.	No Exceptions Noted.
6.04	Antivirus software scans production servers and workstations on a real-time basis.	For the selected sample of servers and workstations, inspected the antivirus protection to determine that countermeasures have been established and implemented to detect and remove malicious code.	No Exceptions Noted.
6.05	Antivirus software is configured to automatically update servers and personal computers on a daily basis.	Inspected the antivirus update settings and signature update dates to determine antivirus software was configured to automatically update servers and personal computers on a daily basis	No Exceptions Noted.

Control Objective 6 – Computer Operations (Continued)

CO6 – Controls provide reasonable assurance that systems are maintained in a manner that helps ensure system availability.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
6.06	Policies and procedures are in place for patch management on production systems.	For the selected sample of production servers, inspected the patch level to determine that a patch management process was in place.	Exceptions Noted; See Below.
	Exception: Two (2) of the eleven (11) servers were not patched during the audit period.		
6.07	Redundant data circuits for production systems are maintained to ensure high availability.	For the selected sample of months, inspected the invoices for services to determine that redundant data circuits for production systems were maintained to ensure high availability.	No Exceptions Noted.
6.08	The company utilizes server virtualization in production for improved security and reliability.	Inspected the virtual machine management console and conducted inquiry of management to determine that virtualization was used.	No Exceptions Noted.
6.09	The Company maintains technology asset lists to identify assets that require protection against threats.	Inspected the asset inventory to determine that the Company maintained technology asset lists to identify assets that required protection against threats.	No Exceptions Noted.

Control Objective 6 – Computer Operations (Continued)

CO6 – Controls provide reasonable assurance that systems are maintained in a manner that helps ensure system availability.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
6.10	The Company subscribes to security bulletins and notices for newly discovered vulnerabilities in order to identify patches to be applied.	Inspected an example security bulletin and conducted a corroborative inquiry of management to determine that the Company subscribed to security bulletins and notices for newly discovered vulnerabilities in order to identify patches to be applied.	No Exceptions Noted.
6.11	The clocks of all relevant information processing systems within the Company are synchronized with an accurate time source.	Inspected the domain controller NTP configuration and conducted a corroborative inquiry of management to determine that the system clocks of all relevant information processing systems within the Company were synchronized with an accurate time source.	No Exceptions Noted.

Control Objective 7 – Logical Access

CO7 – Controls provide reasonable assurance that network logical security settings prevent unauthorized access to the network, limit access to network resources based on business need, and provide management with an audit trail of certain events that occur within the network.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
7.01	Management maintains documented account management policies and procedures to provide guidance on the management of user accounts on target systems and password standards.	Inspected the Security Password Management policy to determine the account management policies and procedures had been implemented.	No Exceptions Noted.
7.02	Network users are authenticated via an authorized network ID and password before being granted access to the network domain.	Inspected the network authentication system to determine that network users were authenticated via an authorized network ID and password before being granted access to the network.	No Exceptions Noted.
7.03	Passwords must conform to minimum requirements as enforced by the network operating system. Password complexity standards are established to enforce control over access control software passwords.	Inspected the domain password policy and conducted a corroborative inquiry of management to determine that network passwords conform to the requirements.	No Exceptions Noted.
7.04	Network security event logging is configured to log specific events on the network domain.	Inspected the security event logging configuration and example logs and conducted a corroborative inquiry of management to determine that network audit settings were configured to log specific logon events on the network domain.	No Exceptions Noted.
7.05	Network domain administrator rights are restricted to specific network operations personnel.	Inspected the administrative groups and users and conducted a corroborative inquiry of management to determine that network administrator rights were restricted to certain authorized personnel as described.	No Exceptions Noted.

Control Objective 7 – Logical Access (Continued)

CO7 – Controls provide reasonable assurance that network logical security settings prevent unauthorized access to the network, limit access to network resources based on business need, and provide management with an audit trail of certain events that occur within the network.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
7.06	Security groups have been configured and are enforced by the network operating system and servers to ensure access is restricted to sensitive data stored on the network.	Inspected the available security groups and conducted a corroborative inquiry of management to determine that security groups were in use that restricted access to sensitive data stored on the network.	No Exceptions Noted.
7.07	Monitoring audits of all user account rights assignments are performed semi-annually to ensure staff have the correct level of access to target systems for their job responsibilities.	Inspected the user access review tracking communications and conducted a corroborative inquiry of management to determine the audits were performed to monitor user access rights assignments.	No Exceptions Noted.
7.08	Administration rights to databases are restricted to only authorized personnel.	Inspected the authorized administrators and conducted a corroborative inquiry of management to determine that access was restricted to only certain authorized administrators.	No Exceptions Noted.
7.09	Administration and user level rights to production applications are restricted.	Inspected the application access levels and administrative users and conducted a corroborative inquiry of management to determine that user account management practices were in place to restrict access to the applications.	No Exceptions Noted.

Control Objective 7 – Logical Access (Continued)

CO7 – Controls provide reasonable assurance that network logical security settings prevent unauthorized access to the network, limit access to network resources based on business need, and provide management with an audit trail of certain events that occur within the network.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
7.10	Termination procedures are in place for the removal of access to all systems upon notification of the termination.	For the selected sample of terminated employees, inspected the disabled/nonexistent network accounts to determine that terminated employees' access was revoked.	No Exceptions Noted.
	Exception: Three (3) of the five (5) sampled terminated employees access was not removed in a timely manner.		
7.11	The organization changes passwords when there is a suspected compromise, and no less than every ninety (90) days for regular accounts.	Inspected the password expiration configuration and conducted a corroborative inquiry of management to determine that network passwords expired in accordance with the requirements.	No Exceptions Noted.

Control Objective 8 – Data Communications

CO8 – Control activities provide reasonable assurance that the security infrastructure and practices secure against unauthorized access to the Company's internal network, and threats from connections to external networks are limited.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
8.01	A firewall is in place to control network traffic and prevent unauthorized traffic from passing between the internal network and external networks.	Inspected the firewall interfaces and conducted a corroborative inquiry of management to determine that a firewall was in place to control network traffic and prevent unauthorized traffic from passing between the internal network and external networks.	No Exceptions Noted.
8.02	A redundant firewall is in place and has been configured in an active/standby mode [This control only applies to the primary production site, not the DR colocation site]	Inspected a screenshot of the firewall configuration and conducted a corroborative inquiry of management to determine that a redundant firewall was in place and has been configured as a fail over.	No Exceptions Noted.
8.03	Direct access to the firewall is restricted to a predefined set of IP addresses, and communications are encrypted.	Inspected the firewall configuration settings and conducted a corroborative inquiry of management to determine that direct access to the firewall was restricted to a predefined set of IP addresses and that communications were encrypted.	No Exceptions Noted.
8.04	The firewall is configured to automatically terminate authenticated sessions to the firewall if predefined inactivity thresholds are exceeded.	Inspected the firewall admin time-out configuration and conducted a corroborative inquiry of management to determine that it was configured to automatically terminate authenticated sessions to the firewall if predefined inactivity thresholds were exceeded.	No Exceptions Noted.
8.05	The firewall is configured to generate e-mail notifications when certain firewall events occur. [This control only applies to the primary production site, not the DR colocation site]	Inspected the alerting configuration and a sample notification and conducted a corroborative inquiry of management to determine that it was configured to send notifications to administrators when certain events occurred.	No Exceptions Noted.

Control Objective 8 – Data Communications (Continued)

CO8 – Control activities provide reasonable assurance that the security infrastructure and practices secure against unauthorized access to the Company's internal network, and threats from connections to external networks are limited.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
8.06	An Intrusion Prevention Systems (IPS) is utilized to continuously monitor the network for malicious activity and unauthorized access attempts.	Inspected the IPS configurations and conducted a corroborative inquiry of management to determine that an IPS was in place and monitoring the network continuously.	No Exceptions Noted.
8.07	Network Address Translation (NAT) services are enabled on the network firewalls. Internal production servers do not have routable IP addresses.	Inspected the NAT ruleset configurations and conducted a corroborative inquiry of management to determine that NAT services were enabled on the network firewall, and that internal production servers did not have routable IP addresses.	No Exceptions Noted.
8.08	Wireless access points exist on the network and are utilizing WPA encryption for security.	Inspected the access point configurations and conducted a corroborative inquiry of management to determine that encryption was in place on the wireless network.	No Exceptions Noted.

Control Objective 9 – Data Transmission

CO9 – Control activities provide reasonable assurance that sensitive data and information is transmitted utilizing secure communication methods.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
9.01	Management maintains a data encryption policy and procedure that provides guidance on Company standards for sending and receiving sensitive information.	Inspected the Policy on Encryption of ePHI and conducted a corroborative inquiry of management to determine the policies and procedures had been implemented.	No Exceptions Noted.
9.02	Encrypted VPNs are utilized for remote access for the security and integrity of the data passing over the public network using SSL or IPsec.	Inspected the VPN settings and conducted a corroborative inquiry of management to determine that VPN was in use.	No Exceptions Noted.
9.03	Site to site VPN connections are utilized over public networks for encrypting sensitive information to ensure the privacy and integrity of the data passing over the public network.	Inspected the site to site VPN configuration and conducted a corroborative inquiry of management to determine that site to site VPN connections were in place and utilized for the secure transmission of data.	No Exceptions Noted.
9.04	Remote user VPN connections are utilized by staff to establish encrypted communication sessions to the corporate network.	Inspected the VPN settings and conducted a corroborative inquiry of management to determine that the connections were in place and utilized by staff for establishing encrypted communication sessions to the corporate network.	No Exceptions Noted.
9.05	An SFTP server is utilized for encrypted file transfers and is monitored and administered by the IT department.	Inspected the server settings and conducted a corroborative inquiry of management to determine that the server was being utilized as described.	No Exceptions Noted.

Control Objective 9 – Data Transmission (Continued)

CO9 – Control activities provide reasonable assurance that sensitive data and information is transmitted utilizing secure communication methods.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
9.06	Secure communication tunnels are in place for file transfers requiring encryption to the company's servers through the use of SSL encryption.	Inspected the SSL certificates and conducted a corroborative inquiry of management to determine that the server was being utilized as described.	No Exceptions Noted.
9.07	Encryption is available for files sent via e-mail containing sensitive information.	Inspected the email encryption configuration, and reperformed the sending/receipt of an encrypted email, and conducted a corroborative inquiry of management to determine that encryption was utilized as described.	No Exceptions Noted.

Control Objective 10 – Disaster Recovery Preparedness

CO10 – Controls provide reasonable assurance that policies and procedures are in place to minimize disruption of processing activities and services to user organizations in the event of a business interruption or natural disaster.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
10.01	Management maintains a disaster recovery plan (DRP) to facilitate disaster recovery operations.	Inspected the Disaster Recovery & Business Continuity Plan and conducted a corroborative inquiry of management to determine that it was in place to facilitate disaster recovery operations.	No Exceptions Noted.
10.02	The disaster recovery plan is reviewed by management on an annual basis and revised as necessary.	Inspected the DRP revision history and conducted a corroborative inquiry of management to determine that it was revised annually.	No Exceptions Noted.
10.03	Certain aspects of the disaster recovery plan are tested on an annual basis.	Attempted to inspect evidence of DR testing and conducted a corroborative inquiry of management to determine that certain aspects of the disaster recovery plan were tested within the last 12 months.	Exceptions Noted; See Below.
	Exception: No evidence was provided to show disaster recovery plan testing took place during the period.		
10.04	The company has contracted with a third-party vendor to provide warm site recovery services in the event of a disaster.	Inspected the DR site colocation agreement, the network diagram, and the invoices for services, and conducted a corroborative inquiry of management to determine that the Company had contracted with a third party vendor to provide warm site recovery services in the event of a disaster.	No Exceptions Noted.

Control Objective 11 – Secure Storage, Media, and Document Destruction

CO11 – Controls provide reasonable assurance that procedures are in place and followed regarding the destruction of electronic media and sensitive documents.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
11.01	Policies and procedures are in place to guide personnel on their responsibility for the retention of data and documents.	Inspected the Records Management policy and conducted a corroborative inquiry of management to determine that policies were in place to guide personnel on their responsibility for the retention of documents and data.	No Exceptions Noted.
11.02	Policies and procedures are in place to guide personnel on their responsibility for the privacy and confidentiality of data and documents.	Inspected the Confidentiality of Company Information Policy as contained within the Employee Handbook, the HIPAA policies, and conducted a corroborative inquiry of management to determine that policies were in place to guide personnel on their responsibility for the privacy and confidentiality of documents and data.	No Exceptions Noted.
11.03	Documented procedures are in place requiring that all media be physically destroyed rendering all sensitive information unreadable before being discarded or recycled.	Inspected the Disposal of Hardware and Electronic Media Devices and Media Controls Procedures within the Policy on Physical Security of PHI and e-PHI to determine that policies were in place to require physically or logically destroying media, rendering all sensitive information unreadable, before being discarded or recycled.	No Exceptions Noted.
11.04	Policies and procedures are in place to guide personnel on their responsibility for the handling of client information related to the secure storage and destruction of sensitive data and documents.	Inspected the Records Management policy, the Disposal of Hardware and Electronic Media Devices and Media Controls Procedures within the Policy on Physical Security of PHI and e-PHI to determine that policies were in place to guide personnel on their responsibility for the handling of client information related to the secure storage and destruction of sensitive data and documents.	No Exceptions Noted.

Control Objective 11 – Secure Storage, Media, and Document Destruction (Continued)

CO11 – Controls provide reasonable assurance that procedures are in place and followed regarding the destruction of electronic media and sensitive documents.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
11.05	Secured areas and shredding bins are utilized for the storage of sensitive documents awaiting destruction by a contracted third-party shredding vendor.	Observed the locked shredding bins during onsite procedures and conducted a corroborative inquiry of management to determine that documents awaiting destruction were kept in secured locations.	No Exceptions Noted.
11.06	A third-party vendor retrieves, and shreds sensitive documents contained in the secured containers.	Inspected the shredding invoices for the sampled months and conducted a corroborative inquiry of management to determine that the shredding service was used.	No Exceptions Noted.
11.07	Management requires disk level encryption for laptops.	For the selected sample of laptops, inspected the encryption settings and conducted a corroborative inquiry of management to determine that management required disk level encryption for laptops containing ePHI.	No Exceptions Noted.
11.08	A Privacy Notice is communicated to users via the Company's website.	Inspected the Notice of Privacy Practices on the Pro EMS website and conducted a corroborative inquiry of management to determine that users were provided with the Company's Privacy Notice.	No Exceptions Noted.
11.09	Secured areas and shredding bins are utilized for the storage of sensitive documents awaiting destruction by a contracted third-party shredding vendor.	Observed the locked shredding bins during onsite procedures and conducted a corroborative inquiry of management to determine that documents awaiting destruction were kept in secured locations.	No Exceptions Noted.

Control Objective 12 – Dispatch

CO12 – Controls Provide Reasonable Assurance that Dispatch services are provided timely and accurately.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
12.01	An automatic system is used to route calls to the closest available ambulance in the area via GPS tracking devices	Inspected the automated system during onsite procedures and conducted corroborative inquiry of management to determine that a systematic software was used to route calls to the closest available ambulance in the area via GPS tracking devices	No Exceptions Noted.
12.02	EMT licenses are verified and monitored to ensure active licenses are maintained.	For selected sample of active employees, inspected the documented licenses and conducted inquiry of management to determine that EMT licenses were verified and monitored.	No Exceptions Noted.
12.03	EMTs go through a New Employee Orientation Process which encompasses the duties they are required to perform.	For the selected sample of new hire EMTs, inspected the new employee orientation/checklist to determine that EMTs are trained in the duties which they are required to perform.	No Exceptions Noted.

Control Objective 13 – Billing & Claims

CO13 – Controls provide reasonable assurance that billing is completed timely and accurately.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
13.01	A patient care report is created by the EMTs after each trip and reviewed by the Director of Continuous Quality Improvement.	For selected sample of trips, observed the Patient Care Report CQI review signoff and conducted corroborative inquiry of management to determine that one is created by the EMTs after each trip and reviewed by the Director of Continuous Quality Improvement.	Exceptions Noted; See Below.
	Exception: One (1) of the twenty-five (25) Patient Care Reports was not reviewed by the Director of Continuous Quality Improvement.		
13.02	Information from the PCR report is entered into the system and reviewed by a second individual prior to sending the bill	For the selected sample of ambulance calls, inspected the Patient Care Report billing review logs and the review to determine that one is entered into the system and reviewed by a second individual prior to sending the bill.	No Exceptions Noted.
13.03	A lockbox is used to receive all funds received for billings.	Inspected the lockbox service invoices for the sampled clients and months and conducted corroborative inquiry of management to determine that a lockbox is used to receive all funds for billings.	No Exceptions Noted.
13.04	Client accounts are reconciled monthly.	Inspected client reconciliation spreadsheets for the sampled months and conducted corroborative inquiry of management to determine that client accounts are reconciled monthly.	No Exceptions Noted.
13.05	Monthly reports are sent to clients for reconciliation to the transfer logs.	Inspected the reconciliations and billing reports for the sampled clients and months and conducted corroborative inquiry of management to determine that client accounts are reconciled monthly.	No Exceptions Noted.

Control Objective 14 – Narcotics

CO14 – Controls provide reasonable assurance that narcotics in the ambulance are controlled and accounted for.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
14.01	Narcotics in the ambulance are sealed and individually numbered in order to track the use and inventory of the narcotics.	Observed the Narcotics Cases in a selection of ambulances during onsite procedures and conducted corroborative inquiry of management to determine that the drugs in the ambulance were sealed and individually numbered in order to track the use and inventory of the narcotics.	No Exceptions Noted.
14.02	A log is used to track the seal number of any narcotics used during the shift.	Inspected the truck log books and seal numbers for a selection of ambulances and conducted corroborative inquiry of management to determine that narcotics were tracked for use during the shift.	Exceptions Noted; See Below.
	Exception: For three (3) of five (5) selected ambulances, discrepancies were identified between the log book and the narcotics seal numbers.		
14.03	At the beginning of each shift, the EMT is required to review the log book, unbroken seals and sign off that all the narcotics are accounted for.	Inspected the truck log book and narcotics seals for the selection of ambulances and conducted corroborative inquiry of management to determine that at the beginning of each shift, the EMT did review the log book, unbroken seals and sign off that all the narcotics were accounted for.	Exceptions Noted; See Below.
	Exception: For three (3) of five (5) selected ambulances, discrepancies were identified between the log book and the narcotics seal numbers.		

Control Objective 14 – Narcotics (Continued)

CO14 – Controls provide reasonable assurance that narcotics in the ambulance are controlled and accounted for.

	Controls Specified by Management	Testing Performed by Assure Professional	Test Results
14.04	The log books are audited weekly by a supervisor.	Inspected the supervisor review log and conducted corroborative inquiry of management to determine that the truck log books are audited weekly.	No Exceptions Noted.
14.05	A system is in place to send alerts to supervisors and management whenever a narcotic is used or when a predefined trigger occurs.	Inspected the automated email notification examples and conducted corroborative inquiry of management to determine that a system was in place to send alerts to supervisors and management whenever a narcotic was used or when a predefined trigger occurs.	No Exceptions Noted.

SECTION V – OTHER INFORMATION PROVIDED BY PRO EMS SOLUTIONS

Management's Responses to Noted Exceptions

Description of Controls in Place	Service Auditor's Test of Controls
Employees are required to acknowledge the Company's code of conduct that guides employees on the Company's principles and conduct.	Inspected the Conduct Policy as contained in the Employee Handbook to determine that documentation was in place to guide employees on the organization's ethical principles and conduct.
Exception: One (1) of the five (5) sampled new hires did not complete the training over the employee handbook (which includes acknowledgment of the included Conduct Policy).	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward.</i>	
Management meetings are held on a monthly basis to discuss operational issues.	Inquired of management to determine that management meetings were not held as described.
Exception: Through inquiry of management, it was determined that monthly management meetings were not conducted during the period under review.	
<i>Management's Response: When COVID pandemic began we moved to Emergency Command Structure and stopped monthly meetings as we were coordinating constantly.</i>	
Risk Committee meetings are held monthly to monitor the controls of the company.	Attempted to inspect risk management meetings minutes to determine that company-wide operations were discussed to monitor the controls of the company and new emerging issues.
Exception: The service auditor was unable to obtain evidence to show that risk meetings were held during the period or that risk considerations were discussed during management/leadership meetings.	
<i>Managements Response: When COVID pandemic began we moved to Emergency Command Structure and stopped monthly meetings as we were assessing risks continually with no formal meeting.</i>	
The Company completes a risk assessment and updates the list of identified risks periodically.	Attempted to inspect the risk assessment to determine that the Company completed a risk assessment and updated the identified risks.
Exception: No formal risk assessment was performed during the audit period.	
<i>Management's Response: Due to pandemic, a formal risk assessment was not conducted.</i>	

Managements Responses to Noted Exceptions (Continued)

Description of Controls in Place	Service Auditor's Test of Controls
New hire checklists are used to ensure new staff receive the appropriate level of access to information systems and facilities.	For the selected sample of new hires, inspected the hiring checklist to determine that new hire checklists were used to ensure that new staff receive the appropriate level of access to information systems and facilities.
Exception: One (1) of the five (5) sampled new hire's checklist was not completed at the time of onboarding.	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward.</i>	
During the hiring process, a background check is performed on potential employees before they begin employment with the Company.	Inspected the background check reports for the sampled new hires to determine that during the hiring process, a background check was performed on potential employees before they began employment with the Company.
Exception: One (1) of the five (5) sampled new hires did not have evidence of a background check.	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward.</i>	
Employees must sign a statement confirming acknowledgment of all policies and procedures in the employee handbook.	For the selected sample of new hires, inspected the training acknowledgments to determine that employees must sign a statement confirming acknowledgment of all policies and procedures in the employee handbook.
Exception: One (1) of the five (5) sampled new hires did not complete the training over the employee handbook.	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward.</i>	
Employees with PHI access are trained on confidentiality and acknowledge as part of the training not to disclose proprietary or confidential information.	For the selected sample of new hires with PHI access, inspected the training acknowledgments to determine that employees were trained on confidentiality and acknowledged as part of the training not to disclose proprietary or confidential information.
Exception: One (1) of the five (5) sampled new hires did not complete the confidentiality training.	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward.</i>	

Managements Responses to Noted Exceptions (Continued)

Description of Controls in Place	Service Auditor's Test of Controls
Staff are given Security Awareness training during their new hire orientation and are then updated on an annual basis.	For the selected sample of new hires and active employees, inspected the completion logs to determine that staff were given Security Awareness training during their new hire orientation and then updated on an annual basis.
Exception: Eighteen (18) of the seventy-two (72) employees assigned the training course did not complete security awareness training during the audit period.	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward.</i>	
Management maintains documented backup schedules, policies, and procedures.	Inspected the Policy on Creating Backups of ePHI and conducted inquiry of management to determine that management maintains policies and procedures for backups.
Exception: The Backup Policy contains outdated references to physical backup media, which was not in use during the audit period.	
<i>Management's Response: Agency agrees to update backup policies for next review.</i>	
Automated backup systems are utilized to perform the scheduled system backups of target data.	Inspected the scheduled backup jobs and completion logs to determine that an automated backup system was utilized to perform the scheduled system backups.
Exception: Evidence provided showed backups being run hourly. However, the policy requires that incremental backups be run every 15 minutes.	
<i>Management's Response: The VM is backed up hourly, SQL trans logs are every 15 mins, although we were unable at the time of the audit to evidence this.</i>	
Policies and procedures are in place for patch management on production systems.	For the selected sample of production servers, inspected the patch level to determine that a patch management process was in place.
Exception: Two (2) of the eleven (11) servers were not patched during the audit period.	
<i>Management's Response: Linux historical logs unavailable to evidence compliance. Provided what was available.</i>	

Managements Responses to Noted Exceptions (Continued)

Description of Controls in Place	Service Auditor's Test of Controls
Termination procedures are in place for the removal of access to all systems upon notification of the termination.	For the selected sample of terminated employees, inspected the disabled/nonexistent network accounts to determine that terminated employees' access was revoked.
Exception: Three (3) of the five (5) sampled terminated employees access was not removed in a timely manner.	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward.</i>	
Certain aspects of the disaster recovery plan are tested on an annual basis.	Attempted to inspect evidence of DR testing and conducted a corroborative inquiry of management to determine that certain aspects of the disaster recovery plan were tested within the last 12 months.
Exception: No evidence was provided to show disaster recovery plan testing took place during the period.	
<i>Management's Response: Agency acknowledges procedure was not followed in All cases and is working to correct the process going forward. New technology implemented to automate process.</i>	
A patient care report is created by the EMTs after each trip and reviewed by the Director of Continuous Quality Improvement.	For selected sample of trips, observed the Patient Care Report CQI review signoff and conducted corroborative inquiry of management to determine that one is created by the EMTs after each trip and reviewed by the Director of Continuous Quality Improvement.
Exception: One (1) of the twenty-five (25) Patient Care Reports was not reviewed by the Director of Continuous Quality Improvement.	
<i>Management's Response: Documentation could not be provided by review software to evidence review.</i>	
A log is used to track the seal number of any narcotics used during the shift.	Inspected the truck log books and seal numbers for a selection of ambulances and conducted corroborative inquiry of management to determine that narcotics were tracked for use during the shift.
Exception: For three (3) of five (5) selected ambulances, discrepancies were identified between the log book and the narcotics seal numbers.	
<i>Management's Response: There are reviews in place for when this happens. A Supervisor reviews log books for errors and addresses the issues as he finds them.</i>	

Managements Responses to Noted Exceptions (Continued)

Description of Controls in Place	Service Auditor's Test of Controls
At the beginning of each shift, the EMT is required to review the log book, unbroken seals and sign off that all the narcotics are accounted for.	Inspected the truck log book and narcotics seals for the selection of ambulances and conducted corroborative inquiry of management to determine that at the beginning of each shift, the EMT did review the log book, unbroken seals and sign off that all the narcotics were accounted for.
Exception: For three (3) of five (5) selected ambulances, discrepancies were identified between the log book and the narcotics seal numbers.	
<i>Management's Response: There are reviews in place for when this happens. A Supervisor reviews log books for errors and addresses the issues as he finds them.</i>	

Trip Detail Report (Primary Payor)

Trip Date IS BETWEEN 12/01/2015 AND 12/31/2015; AND Company IS TOWN OF MEDWAY; AND Status IS Billed OR Closed OR Complete OR Verified

TOWN OF MEDWAY

<u>Trip Date</u>	<u>Run #</u>	<u>Customer</u>	<u>Primary Payor</u>	<u>Gross Charges</u>	<u>Contractual Allowances</u>	<u>Net Charges</u>	<u>Revenue Adjustments</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Refunds</u>	<u>Balance Due</u>
2015-12-01	50592		H.P.H.C.	\$1,418.00	\$100.00	\$1,318.00	\$0.00	\$1,318.00	\$0.00	\$0.00	\$0.00
2015-12-02	50593		MEDICARE	\$1,975.00	\$1,423.77	\$551.23	\$0.00	\$432.16	\$119.07	\$0.00	\$0.00
2015-12-02	50596		MEDICARE	\$1,986.20	\$1,440.93	\$545.27	\$0.00	\$434.44	\$0.00	\$0.00	\$110.83
2015-12-03	50597		MEDICARE	\$1,465.60	\$1,014.00	\$451.60	\$0.00	\$359.81	\$0.00	\$0.00	\$91.79
2015-12-03	50598		BC -Towns	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$0.00	\$0.00
2015-12-03	50601		MEDICARE	\$1,432.00	\$988.98	\$443.02	\$0.00	\$352.98	\$0.00	\$0.00	\$90.04
2015-12-04	50603		MEDICARE	\$1,549.60	\$1,076.53	\$473.07	\$0.00	\$473.07	\$0.00	\$0.00	\$0.00
2015-12-04	50605		ARGONAUT / SAN	\$1,474.00	\$1,214.29	\$259.71	\$0.00	\$259.71	\$0.00	\$0.00	\$0.00
2015-12-05	50806		COMMONWEALTH	\$1,530.00	\$1,054.33	\$475.67	\$0.00	\$0.00	\$0.00	\$0.00	\$475.67
2015-12-05	50607		H.P.H.C.	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$0.00	\$0.00
2015-12-06	50809		BC -Towns	\$1,362.00	\$921.04	\$440.96	\$0.00	\$340.96	\$0.00	\$0.00	\$100.00
2015-12-06	50610		MEDICARE	\$1,342.40	\$922.27	\$420.13	\$0.00	\$420.13	\$0.00	\$0.00	\$0.00
2015-12-07	50611		MEDICARE	\$1,457.20	\$1,007.74	\$449.46	\$0.00	\$449.46	\$0.00	\$0.00	\$0.00
2015-12-07	50612		MEDICARE	\$1,507.60	\$1,045.27	\$462.33	\$0.00	\$368.36	\$0.00	\$0.00	\$93.97
2015-12-09	53461		BC -Towns	\$2,003.00	\$0.00	\$2,003.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,003.00
2015-12-09	53464		BC -Towns	\$1,474.00	\$0.00	\$1,474.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,474.00
2015-12-09	53465		Bill Patient	\$1,362.00	\$0.00	\$1,362.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,362.00
2015-12-10	53466		EVERCARE	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-12	53468		EVERCARE	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-12	53470		BC -Towns	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-13	53473		MEDICARE	\$1,432.00	\$981.77	\$450.23	\$0.00	\$0.00	\$0.00	\$0.00	\$450.23
2015-12-13	53488		BC -Towns	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-14	53489		MEDICARE	\$1,460.00	\$1,002.50	\$457.50	\$0.00	\$0.00	\$0.00	\$0.00	\$457.50
2015-12-14	53567		EVERCARE	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-14	53568		BC -Towns	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.00
2015-12-15	53569		ARBELLA	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-17	53571		MEDICARE	\$1,983.40	\$1,429.99	\$553.41	\$0.00	\$0.00	\$0.00	\$0.00	\$553.41
2015-12-18	53575		FALLON	\$1,474.00	\$0.00	\$1,474.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,474.00
2015-12-18	53576		TUFTS HMO	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-18	53577		TUFTS- MEDICARE	\$1,446.00	\$992.14	\$453.86	\$0.00	\$0.00	\$0.00	\$0.00	\$453.86
2015-12-19	53578		NHP	\$1,891.00	\$175.49	\$1,715.51	\$0.00	\$0.00	\$0.00	\$0.00	\$1,715.51
2015-12-19	53924		BC -Towns	\$1,558.00	\$0.00	\$1,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,558.00
2015-12-20	53580		Bill Patient	\$1,502.00	\$0.00	\$1,502.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,502.00
2015-12-20	53581		TUFTS- MEDICARE	\$1,751.00	\$1,267.09	\$483.91	\$0.00	\$0.00	\$0.00	\$0.00	\$483.91
2015-12-20	53584		MEDICARE	\$1,905.00	\$1,371.94	\$533.06	\$0.00	\$0.00	\$0.00	\$0.00	\$533.06
2015-12-21	53590		TUFTS HMO	\$1,586.00	\$0.00	\$1,586.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,586.00
2015-12-21	53592		FALLON	\$1,474.00	\$0.00	\$1,474.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,474.00
2015-12-21	53925		MEDICARE	\$1,905.00	\$1,371.94	\$533.06	\$0.00	\$0.00	\$0.00	\$0.00	\$533.06

Trip Detail Report (Primary Payor)

Trip Date IS BETWEEN 12/01/2015 AND 12/31/2015; AND Company IS TOWN OF MEDWAY; AND Status IS Billed OR Closed OR Complete OR Verified

TOWN OF MEDWAY

<u>Trip Date</u>	<u>Run #</u>	<u>Customer</u>	<u>Primary Payor</u>	<u>Gross Charges</u>	<u>Contractual Allowances</u>	<u>Net Charges</u>	<u>Revenue Adjustments</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Refunds</u>	<u>Balance Due</u>
2015-12-22	53596		Bill Patient	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-23	53599		MEDICARE	\$1,905.00	\$1,371.94	\$533.06	\$0.00	\$0.00	\$0.00	\$0.00	\$533.06
2015-12-23	53600		PROGRESSIVE	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.00
2015-12-23	53602		PROGRESSIVE	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.00
2015-12-24	53615		BC - Towns	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.00
2015-12-24	53618		MEDICARE	\$1,891.00	\$1,361.58	\$529.42	\$0.00	\$0.00	\$0.00	\$0.00	\$529.42
2015-12-25	53621		NETWORK HEALTH	\$1,891.00	\$1,589.92	\$301.08	\$0.00	\$0.00	\$0.00	\$0.00	\$301.08
2015-12-25	53623		NETWORK HEALTH	\$1,947.00	\$1,640.06	\$306.94	\$0.00	\$0.00	\$0.00	\$0.00	\$306.94
2015-12-25	53624		FALLON	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-25	53626		MEDICARE	\$1,893.80	\$1,363.65	\$530.15	\$0.00	\$0.00	\$0.00	\$0.00	\$530.15
2015-12-26	53629		TUFTS - PPO	\$1,474.00	\$0.00	\$1,474.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,474.00
2015-12-26	53632		COMMERCE INS/	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-26	53634		NHP	\$1,446.00	\$1,189.22	\$256.78	\$0.00	\$0.00	\$0.00	\$0.00	\$256.78
2015-12-26	53926		MEDICARE	\$1,896.60	\$1,365.73	\$530.87	\$0.00	\$0.00	\$0.00	\$0.00	\$530.87
2015-12-28	53928		MEDICAID/MASSH	\$1,919.00	\$1,614.99	\$304.01	\$0.00	\$0.00	\$0.00	\$0.00	\$304.01
2015-12-29	53929		AETNA CHOICE	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-29	53930		FALLON	\$1,446.00	\$0.00	\$1,446.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00
2015-12-29	53931		EVERCARE	\$1,891.00	\$0.00	\$1,891.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,891.00
2015-12-29	53932		TUFTS- MEDICARE	\$1,446.00	\$992.14	\$453.86	\$0.00	\$0.00	\$0.00	\$0.00	\$453.86
2015-12-30	53933		MEDICARE	\$1,432.00	\$981.77	\$450.23	\$0.00	\$0.00	\$0.00	\$0.00	\$450.23
2015-12-30	53934		MEDICARE	\$1,451.60	\$996.29	\$455.31	\$0.00	\$0.00	\$0.00	\$0.00	\$455.31
2015-12-31	53935		MEDICARE	\$1,437.60	\$985.92	\$451.68	\$0.00	\$0.00	\$0.00	\$0.00	\$451.68
2015-12-31	53936		HEALTH PLANS /	\$1,418.00	\$0.00	\$1,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,418.00

Totals for Company: TOWN OF MEDWAY

61 \$95,905.60 \$36,255.22 \$59,650.38 \$0.00 \$8,045.08 \$119.07 \$0.00 \$51,486.23

Trip Detail Report (Primary Payor)

Trip Date IS BETWEEN 12/01/2015 AND 12/31/2015; AND Company IS TOWN OF MEDWAY; AND Status IS Billed OR Closed OR Complete OR Verified

Grand Totals

61	\$95,905.60	\$36,266.22	\$59,650.38	\$0.00	\$8,046.08	\$119.07	\$0.00	\$51,486.23
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Activity Summary

Trip date IS BETWEEN 01/01/2015 AND 12/31/2015; AND Company IS TOWN OF MEDWAY; AND Status IS Billed OR Closed OR Complete OR Verified

Payer	# of Trips	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write-Offs	Refunds	Balance	Average
TOWN OF MEDWAY										
Medicare	357	627,121.00	439,113.86	188,007.14	0.00	156,456.88	8,891.50	2,579.93	25,238.69	526.63
COMMONWEALTH CARE ALLIANCE	1	1,530.00	1,054.33	475.67	0.00	0.00	0.00	0.00	475.67	475.67
EVERCARE	10	17,669.00	8,169.86	9,499.14	0.00	3,270.14	0.00	0.00	6,229.00	949.91
MEDICARE	308	537,880.00	378,477.64	159,402.36	0.00	137,049.81	7,790.09	2,579.93	17,142.39	520.92
TUFTS- MEDICARE PREFERRED	40	70,042.00	51,412.03	18,629.97	0.00	16,136.93	1,101.41	0.00	1,391.63	465.75
Medicaid	85	142,752.00	114,551.62	28,200.38	0.00	19,304.89	3,377.15	0.00	5,518.34	331.77
CELTICARE HEALTH PLAN OF MASS.	4	7,119.00	5,958.98	1,160.02	0.00	0.00	0.00	0.00	1,160.02	290.01
MEDICAID/MASSHEALTH	42	70,059.00	56,600.52	13,458.48	0.00	10,060.82	3,093.65	0.00	304.01	320.44
NEIGHBORHOOD HEALTH PLAN-RI	1	1,474.00	0.00	1,474.00	0.00	0.00	0.00	0.00	1,474.00	1,474.00
NETWORK HEALTH PLAN	20	34,929.00	29,170.62	5,758.38	0.00	4,866.86	283.50	0.00	608.02	287.92
NETWORK HEALTH-COMMONWEALTH	1	1,418.00	1,164.15	253.85	0.00	253.85	0.00	0.00	0.00	253.85
NHP	17	27,753.00	21,657.35	6,095.65	0.00	4,123.36	0.00	0.00	1,972.29	358.57
Insurance	279	422,308.41	61,570.08	360,738.33	0.00	293,138.94	14,309.02	469.83	53,760.20	1,292.97
AARP MC REPLACEMENT-SECURE HORIZONS	5	8,537.00	7,141.88	1,395.12	0.00	1,395.12	0.00	0.00	0.00	279.02
AETNA CHOICE POS2	6	8,704.00	0.00	8,704.00	0.00	5,865.35	0.00	0.00	2,838.65	1,450.67
AETNA- LEXINGTON, KY 14079	3	4,954.00	2,510.12	2,443.88	0.00	2,443.88	0.00	0.00	0.00	814.63
AIM MUTUAL INSURANCE	1	1,418.00	1,164.15	253.85	0.00	253.85	0.00	0.00	0.00	253.85
AMERIPRISE	1	1,362.00	405.00	957.00	0.00	957.00	0.00	0.00	0.00	957.00
AMICA MUTUAL REGIONAL SCAN CTRE	1	1,362.00	0.00	1,362.00	0.00	1,362.00	0.00	0.00	0.00	1,362.00
ARBELLA INSURANCE CO-QUINCY, MA	11	15,878.00	0.00	15,878.00	0.00	12,986.00	0.00	0.00	2,892.00	1,443.45
ARGONAUT / SAN ANTONIO	1	1,474.00	1,214.29	259.71	0.00	259.71	0.00	0.00	0.00	259.71
BC -Towns	106	160,089.33	25,703.51	134,385.82	0.00	109,957.01	5,913.01	0.00	18,515.80	1,267.79
CARE IMPROVEMENT PLUS	1	1,474.00	1,267.09	206.91	0.00	206.91	0.00	0.00	0.00	206.91
CIGNA- SCRANTON, PA 5200	1	1,446.00	0.00	1,446.00	0.00	1,446.00	0.00	0.00	0.00	1,446.00
CIGNA-TUFTS CARELINK	2	3,004.00	300.40	2,703.60	0.00	2,212.94	0.00	0.00	490.66	1,351.80
COMMERCE INS/ WEBSTER, MA	10	14,656.00	85.32	14,570.68	0.00	9,812.68	0.00	0.00	4,758.00	1,457.07
COMMONWEALTH INDEMNITY PLAN	4	6,814.00	234.64	6,579.16	0.00	6,579.16	0.00	0.00	0.00	1,644.79
FALLON COMMUNITY HEALTH PLAN	20	30,034.00	14,169.19	15,864.81	0.00	9,524.81	0.00	0.00	6,340.00	793.24
GEICO INSURANCE	1	1,390.00	0.00	1,390.00	0.00	1,390.00	0.00	0.00	0.00	1,390.00
H.P.H.C.	28	41,574.00	734.00	40,840.00	0.00	38,595.04	1,258.66	0.00	986.30	1,458.57
HEALTH PLANS / WESTBOROUGH	2	2,864.00	0.00	2,864.00	0.00	1,395.24	50.76	0.00	1,418.00	1,432.00
HUMANA CLAIMS- LEXINGTON, KY 14601	1	1,390.00	139.00	1,251.00	0.00	1,251.00	0.00	0.00	0.00	1,251.00

RescueNet™ Reporting

Activity Summary

Trip date IS BETWEEN 01/01/2015 AND 12/31/2015; AND Company IS TOWN OF MEDWAY; AND Status IS Billed OR Closed OR Complete OR Verified

Payer	# of Trips	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write-Offs	Refunds	Balance	Average
TOWN OF MEDWAY (cont.)										
Insurance	279	422,308.41	61,570.08	360,738.33	0.00	293,138.94	14,309.02	469.83	53,760.20	1,292.97
J.P.V.A.-	1	1,418.00	0.00	1,418.00	0.00	0.00	1,418.00	0.00	0.00	1,418.00
LIBERTY MUTUAL / PA--1052	2	3,225.00	1,040.19	2,184.81	0.00	2,184.81	0.00	0.00	0.00	1,092.41
MEDICAL MUTUAL OF OHIO/ CLEVEL	1	1,919.00	0.00	1,919.00	0.00	1,919.00	0.00	0.00	0.00	1,919.00
MET LIFE ALBANY FIELD CLM OFF.	2	2,892.00	-963.92	3,856.92	0.00	963.92	2,892.00	0.00	0.00	1,927.96
METROWEST HOMECARE AND HOSPICE	1	1,891.00	0.00	1,891.00	0.00	469.83	0.00	469.83	1,891.00	1,891.00
MVP HEALTH INS	1	1,362.00	0.00	1,362.00	0.00	0.00	0.00	0.00	1,362.00	1,362.00
NALC- PRIMARY	2	3,004.00	216.90	2,787.10	0.00	2,787.10	0.00	0.00	0.00	1,393.55
OCCIDENTAL FIRE AND CASUALTY	1	1,418.00	0.00	1,418.00	0.00	1,418.00	0.00	0.00	0.00	1,418.00
PLYMOUTH ROCK	1	1,474.00	864.74	609.26	0.00	609.26	0.00	0.00	0.00	609.26
PROGRESSIVE INS/MASS PIP CLMS	2	2,836.00	0.00	2,836.00	0.00	0.00	0.00	0.00	2,836.00	1,418.00
SAFETY INS- BOSTON	1	1,446.00	0.00	1,446.00	0.00	1,446.00	0.00	0.00	0.00	1,446.00
SIERRA HEALTH AND LIFE- UHC GROUP	1	1,863.00	1,424.79	438.21	0.00	438.21	0.00	0.00	0.00	438.21
TRICARE REGION 1- ACTIVE	1	1,418.00	0.00	1,418.00	0.00	0.00	1,418.00	0.00	0.00	1,418.00
TUFTS - PPO	4	6,036.00	0.00	6,036.00	0.00	4,562.00	0.00	0.00	1,474.00	1,509.00
TUFTS -POS	3	4,811.00	0.00	4,811.00	0.00	4,811.00	0.00	0.00	0.00	1,603.67
TUFTS / MCARE COMP.	1	1,919.00	8.60	1,910.40	0.00	421.33	0.00	0.00	1,489.07	1,910.40
TUFTS CARELINK 9185	1	1,446.00	0.00	1,446.00	0.00	0.00	0.00	0.00	1,446.00	1,446.00
TUFTS HMO	28	43,637.00	352.02	43,284.98	0.00	40,252.98	0.00	0.00	3,032.00	1,545.89
TUFTS/CARELINK	3	5,228.00	336.50	4,891.50	0.00	3,811.73	1,079.77	0.00	0.00	1,630.50
UMR	1	1,418.00	597.47	820.53	0.00	820.53	0.00	0.00	0.00	820.53
UNITED HEALTHCARE	9	13,101.08	496.59	12,604.49	0.00	12,325.67	278.82	0.00	0.00	1,400.50
UNITED HEALTHCARE- SALT LAKE CITY, UT	2	2,948.00	2,289.18	658.82	0.00	658.82	0.00	0.00	0.00	329.41
UNITED HEALTHCARE/ SALT LAKE	1	1,530.00	1,063.83	466.17	0.00	466.17	0.00	0.00	0.00	466.17
USAA	2	2,864.00	-1,225.60	4,089.60	0.00	4,089.60	0.00	0.00	0.00	2,044.80
ZURICH AMERICAN	1	1,390.00	0.00	1,390.00	0.00	789.26	0.00	0.00	600.72	1,390.00
ZURICH OCCUPATIONAL	1	1,390.00	0.00	1,390.00	0.00	0.00	0.00	0.00	1,390.00	1,390.00
Bill Patient	16	23,161.00	0.00	23,161.00	0.00	4,317.20	14,533.80	0.00	4,310.00	1,447.56
Bill Patient	16	23,161.00	0.00	23,161.00	0.00	4,317.20	14,533.80	0.00	4,310.00	1,447.56
Grand Totals	737	1,215,342.41	615,235.56	600,106.85	0.00	473,217.91	41,111.47	3,049.76	66,827.23	814.26

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NEHENNet: Software as a Service (SaaS)

For those organizations that have neither the resources nor the inclination to host their own administrative software, NEHEN offers you NEHENNet; the same time-tested software of NEHENCClassic in a hosted service available for a fixed, low subscription fee.

NEHENNet is accessible with just a web browser and can be used anywhere you have access to the Internet. Now you can use the same tools that are used by the largest healthcare providers in New England to manage and enhance their revenue cycle, but for a fraction of the cost and without any information technology demands.

[What Does NEHENNet Do?](#)[How Do I Know if NEHENNet Is Right For Me?](#)[How Does NEHENNet Work?](#)[Can I Talk To Someone About NEHENNet?](#)

What Does NEHENNet Do?

NEHENNet is the same NEHENCClassic software used by providers and payers around Massachusetts, hosted in a world-class data center, and made available to you by subscription. NEHENNet gives you a single web site that you can use to work with local and national health insurance plans, instead of using over a dozen individual payer portals - saving you time and freeing up you and your administrative staff for more value-added tasks.

NEHENNet gives you the ability to check patient eligibility, submit claims, check claim status, obtain referrals, and gather remittances. [\(see the full list here\)](#) The flat monthly fee does not cap your transactions by a certain number; send as many transactions as you want and use any of our capabilities for the same price. We have rates for individual practitioners, group practices, ancillary providers, community health centers, billing agencies, small hospitals, and others. There's no long-term commitment, just a 60-day cancellation policy, and there's even a free 30-day trial so you can evaluate NEHENNet's most popular features for yourself with no obligation.

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How Do I Know if NEHENNet Is Right For Me?

If you are an ancillary provider, billing agency, or provider of care from most any discipline (e.g., MD, RN, PT, OT, Chiro, OD, behavioral health, SNF, LTAC, VNA) then NEHENNet might be right for you. If you want to submit batches of transactions, upload HIPAA 837 claims, or download HIPAA 835 remittance files, NEHENNet can meet your needs.

However, if you're looking for a solution that can integrate with your core systems, give you access to HIPAA 271 and 277 files, accept raw HIPAA 270 files, or produce custom reports, then [NEHENCClassic](#) is more appropriate for your needs.

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How Does NEHENNet Work?

Subscribers to NEHENNet log in using one username and password for access to

"I've been billing for doctors in Massachusetts for 20 years and never used a clearinghouse because they were not cost effective, but the direct data entry module is quick and easy to use. I've been able to cut the time it takes me to submit claims in half by using the claim copy feature. I would recommend this system to anyone."

Maryann Burke,
MBB Professional Services
- a NEHENNet subscriber

Town of Natick, Massachusetts

RFP: Ambulance Billing Services

ADDENDUM NO. 1

TO: Prospective Proposers

PROJECT: RFP: Ambulance Billing Services

FROM: Natick Procurement Office
c/o Natick Public Works
75 West Street
Natick, MA 01760

DATE: October 19, 2022

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the Price Proposal Form, which is included with the RFP, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the Price Proposal Form may result in rejection of your firm's Proposal.

This addendum consists of seven (7) pages (including this one).

RESPONSES TO QUESTIONS

The Town hereby responds to questions raised in response to the RFP as follows:

Why has this bid (sic, "proposal") been released at this time?

The Natick Fire Department has requested this RFP be released to have a valid three (3)-year contract in place.

When is the contract start date?

The Town anticipates a late 2022 award and start date.

When is the anticipated award date?

The Town anticipates a late 2022 award and start date.

Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

None specifically have been established by the Town.

Are bidders (sic, proposers) permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders (sic, proposers) submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders (sic, proposers) should quote fees or can bidders (sic, proposers) create their own pricing categories?

No conditional proposals or deviations are permitted. Please follow the Price proposal form provided in the RFP.

Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

Has the current contract gone full term?

Any/all previous contracts have all expired/gone to term. None are eligible for renewable.

Have all options to extend the current contract been exercised?

Yes

Who is the incumbent, and how long has the incumbent been providing the requested services?

The previous vendor was Pro EMS Solutions - 12 years of service, year to year duration.

To what extent will the location of the bidder's (sic, proposer's) proposed location or headquarters have a bearing on any award?

N/A

How are fees currently being billed by any incumbent(s), by category, and at what rates?

Tier, see previous questions

What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

\$69,000

What were your annual gross charges last year or for the last 12 months?

4,128,293 (FY22 for all responses below)

What were your annual contractual allowance write offs for last year or for the last 12 months?

2,209,492

What were your annual gross collections last year or for the last 12 months?

1,585,917

What are your per-mile ground transport charges?

35.19

What are your specialty care transport charges?

N/A

What are your treatment without transport charges?

N/A

What is your average per-trip charge?

1650

When were the last changes to your transport rates, and are you considering raising any of the rates currently charged?

10/1/22

Are there any other charges you assess not otherwise covered by our questions?

No

What percentage of your patients are residents versus non-residents, and do you charge the two groups differently?

We do not charge different rates.

Do you operate any shared services agreements with any other municipal or county governments in the region and, if so, with whom?

Not to the best of the Town's knowledge

What were your transports per year for advanced life support for last year or for the last 12 months?

1379

What were your transports per year for advanced life support emergency level 1 for last year or for the last 12 months?

1358

What were your transports per year for advanced life support emergency level 2 for last year or for the last 12 months?

21

What were your transports per year for basic life support for last year or for the last 12 months?

1125

What were your transports per year for basic life support emergency for last year or for the last 12 months?

1125

What were your transports per year for specialty care transport for last year or for the last 12 months?

0

What is your payer mix expressed as percentages of 100% billed?

Medicare	51%
Medicaid	13%
Insurance	34%
Bill Pt	2%

What is your payer remit mix expressed as percentages of 100% of what you typically receive?

Medicare	38.8%
Medicaid	5.6%
Insurance	55.3%
Bill Pt	0.3%

How many total transport vehicles do you now operate?

2

What is your average loaded miles per trip?

5.3 miles

What is your average revenue per call?

634.00

Do you have a lockbox provider and, if so, which provider?

Yes, Lighthouse Payment Services

If you have a lockbox provider, will that provider remain in place as a result of this procurement?

Yes

Do you have a collection agency provider and, if so, which provider?

Yes, First Financial Resources

Which local hospitals or care facilities typically receive most of your patients?

MetroWest Framingham

Newton Wellesley Hospital

Are you currently using an electronic patient care (ePCR) reporting system? If so, which system are you currently using? Are you interested in different ePCR options?

Yes, ESO, NO

Will the vendor be financially responsible for the cost of your ePCR software and hardware? If so, please provide all specifications including the number of tablets required.

Yes, ESO, 3

Can you please provide the number of transports for each call type for your most recent complete fiscal year?

- a. ALS Emergency 1379**
- b. ALS Non-Emergency 0**
- c. BLS Emergency 1125**
- d. BLS Non-Emergency 0**
- e. ALS 2 21**
- f. SCT 0**

Can you please provide the current charges for each level of service?

- a. ALS Emergency (A0427) 2054.06**
- b. ALS Non-Emergency (A0426)**
- c. BLS Emergency (A0429) 1506.62**
- d. BLS Non-Emergency (A0428)**
- e. ALS 2 (A0433) 2876.98**
- f. SCT (A0434)**
- g. Mileage (A0425) 35.19**
- h. Treatment No Transport (A0998)**

Please describe your current practice for managing Notice of Privacy Practice (NPP). Will the successful vendor be responsible for mailing NPP's?

Yes.

It is noted to provide "pre-configured spare devices". How many spare devices are expected to be provided?

One (1) spare device.

How many facilities is Natick Fire Department transporting patients to annually?

Two (2) primary facilities, but could be as many as +\-8.

All other terms of the solicitation remain unaltered. The due date, as presented in the RFP, also remains unaltered. Again, please let us reiterate that there will be NO negotiation of contract terms. The Town's form of contract speaks for itself. No additions/deletions will be permitted. Nor will the Town sign a separate corporate form of contract presented by any Proposer. Proposers should expect to receive and to sign the Town's standard form of contract in full as is.

Town of Natick, Massachusetts

RFP: Ambulance Billing Services

ADDENDUM NO. 1

TO: Prospective Proposers

PROJECT: RFP: Ambulance Billing Services

FROM: Natick Procurement Office
c/o Natick Public Works
75 West Street
Natick, MA 01760

DATE: October 19, 2022

Please also acknowledge via return correspondence upon receipt.

This addendum shall be acknowledged as indicated on the Price Proposal Form, which is included with the RFP, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the Price Proposal Form may result in rejection of your firm's Proposal.

This addendum consists of seven (7) pages (including this one).

RESPONSES TO QUESTIONS

The Town hereby responds to questions raised in response to the RFP as follows:

Why has this bid (sic, "proposal") been released at this time?

The Natick Fire Department has requested this RFP be released to have a valid three (3)-year contract in place.

When is the contract start date?

The Town anticipates a late 2022 award and start date.

When is the anticipated award date?

The Town anticipates a late 2022 award and start date.

Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

None specifically have been established by the Town.

Are bidders (sic, proposers) permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders (sic, proposers) submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders (sic, proposers) should quote fees or can bidders (sic, proposers) create their own pricing categories?

No conditional proposals or deviations are permitted. Please follow the Price proposal form provided in the RFP.

Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

Has the current contract gone full term?

Any/all previous contracts have all expired/gone to term. None are eligible for renewable.

Have all options to extend the current contract been exercised?

Yes

Who is the incumbent, and how long has the incumbent been providing the requested services?

The previous vendor was Pro EMS Solutions - 12 years of service, year to year duration.

To what extent will the location of the bidder's (sic, proposer's) proposed location or headquarters have a bearing on any award?

N/A

How are fees currently being billed by any incumbent(s), by category, and at what rates?

Tier, see previous questions

What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

\$69,000

What were your annual gross charges last year or for the last 12 months?

4,128,293 (FY22 for all responses below)

What were your annual contractual allowance write offs for last year or for the last 12 months?

2,209,492

What were your annual gross collections last year or for the last 12 months?

1,585,917

What are your per-mile ground transport charges?

35.19

What are your specialty care transport charges?

N/A

What are your treatment without transport charges?

N/A

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**Town of Natick
Natick, Massachusetts**

REQUEST FOR PROPOSALS

FOR

AMBULANCE BILLING SERVICES

PROPOSALS DUE:

October 28, 2022, 9:00 A.M. LOCAL TIME

Late Proposals Will Be Rejected

DELIVER COMPLETED PROPOSALS TO:

**Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438**

NOTICE TO PROPOSERS

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for ambulance billing services in the Town of Natick. The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 11, 2022. Two (2) copies of each sealed Proposal, contained in separately sealed envelopes marked, respectively, “RFP: Ambulance Billing Services – Price Proposal” and “RFP: Ambulance Billing Services – Non-Price Proposal” will be received until 9:00 A.M. local time, October 28, 2022, at the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760. Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. All Proposals shall comply with the RFP issued by the Town of Natick, including, without limitation, Section 1, Instructions to Proposers, and Proposal Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) days subsequent to the deadline date for receipt of sealed Proposals. Award of a contract shall be subject to appropriation and shall be subject to vote by the Natick Select Board.

I. INTRODUCTION

Pursuant to Chapter 30B, Section 6 of the Massachusetts General Laws (M.G.L. c. 30B, §6), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Select Board, invites the submission of sealed proposals for ambulance billing services in the Town of Natick. For a full description of such services, please refer to Section III (A) of the Request for Proposals (“RFP”).

The Request for Proposals (“RFP”) may be obtained from the electronically from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, at bleblanc@natickma.org, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on October 11, 2022.

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) by email to bleblanc@natickma.org on October 18, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

Two (2) copies of each sealed Proposal, as described above, contained in separately sealed envelopes marked, respectively, “RFP: Ambulance Billing Services – Price Proposal” and “RFP: Ambulance Billing Services – Non-Price Proposal” will be received until 9:00 A.M. local time, October 28, 2022, at this address:

Procurement Office
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope.

Each Proposer’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No Proposals received after the date and time specified in the previous paragraph shall be accepted. No faxed Proposals shall be accepted. Conditional Proposals will not be accepted.

Please refrain from using staples and binders, if this is at all possible.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) days subsequent to the time of the opening of Proposals.

The Town will not reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, “CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR AMBULANCE BILLING SERVICES – PRICE PROPOSAL” or “CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR AMBULANCE BILLING SERVICES - NON-PRICE PROPOSAL.” No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS

No Pre-Proposal Conference will be held.

Questions regarding this RFP shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon) local time, Friday) by email to bleblanc@natickma.org on October 18, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Proposers.

III. BACKGROUND

A. Description of Work

Pursuant to this RFP, the Successful Proposer shall provide all labor and materials for the following services:

1. EMS billing, collections and reimbursement reporting services
2. EMS billing and collection consulting
3. EMS patient satisfaction data collection and reporting
4. Cardiac Arrest data collection, database management and reporting
5. Hosted Electronic Patient Care Reporting (ePCR) including data hosting, storage transfer to hospitals including sufficient hardware for regular operations
6. Provide a data surveillance system that automatically detects specifically designated parameters for a range of public health concerns for emergency services when used in conjunction with proposers ePCR system.

The Town of Natick is a community with a population of approximately 36,000 residents. The Town covers 16.1 square miles of land and lies halfway between the cities of Boston and Worcester Massachusetts. Natick is comprised of residential, commercial, and large tracts land. This includes undeveloped land, farms, new residential and commercial development, including state forest, the Charles River/South Natick Dam, Fisk Pond, Dug Pond, Memorial Beach, and Lake Cochituate. Natick is home to various retail shops including "The Natick Collection Mall." The Town of Natick has multiples skilled nursing facilities, three urgent care centers, two outpatient surgical centers, a 150 bed inpatient psychiatric hospital and multiple businesses. There are two Military operated facilities, U.S Army Natick Solider Research, Development and Engineering Center and the Natick Readiness Center operated by the U.S National Guard. The Town has several elementary, middle schools and Natick High School that hosts over 1,600 students annually. Transportation routes include several miles of interstate and state highways that pass through the town, as well as several miles of railroad; one of which is a high speed commuter rail line operated by KEOLIS/AMTRAK and the MBTA. The governing body for the town is an elected five-member Select Board that works in cooperation with an appointed full-time Town Administrator, and two (2) Deputy Town Administrators.

The Natick Fire Department is a full service fire department that provides 24/7 advanced life support ambulance service. Fire Administration consists of one Fire Chief, one Deputy Fire Chief that oversees Administration and EMS, one Advanced Life Support Coordinator, and two Administrative Secretaries who work full-time hours Monday through Friday. The Emergency Operations Division consists of 84 full-time personnel covering four work groups, each of which is made up of: one Deputy Chief (shift commander), a Captain or Lieutenant (company officer) staffing each fire suppression vehicle consisting of an 18 person shift. Two shift personnel are also designated as Firefighter/EMS providers. There is one fire station that department members respond from which houses two advanced life support ambulances. Natick Fire and EMS responds to approximately 5,500 calls for service each year with approximately 3,900 being medical related. The department also provides mutual aid to the surrounding communities on a frequent basis.

The Town of Natick is seeking proposals from qualified firms to provide comprehensive EMS administrative services including EMS clinical, operational, consulting, and billing services. The Town of Natick will review the proposals and expects to award contract for a (3) year period. It is the intent of the Town of Natick to award a single contract for all services within the request for proposals and/or any other services submitted, to one vendor who can perform all outlined functions.

Due to the technical nature of the services required under the proposed contracts, the Town of Natick has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B, Section 6. Such a process will enable the Town of Natick to evaluate the combination of knowledge and experience of the contractor and their ability to carry out the contract requirements. Because the EMS billing and collection service and consultancy component is an important part of the Town of Natick overall financial health, it is important that the Town of Natick has the ability to select the most advantageous proposal on the basis of technical expertise, experience and cost. The Request for Proposal (RFP) process will enable the Town of Natick to assign higher ratings to vendors who can demonstrate knowledge, ability and prior experience in providing similar services.

A. Billing, Collection and Reporting

The Successful Proposer shall:

- a) Receive patient care reports, face sheets, demographic information, and proper patient signatures from the Town of Natick Fire Department and process information on individual parties, insurance companies, Medicare and Medicaid.
- b) Verify demographic information prior to billing using available resources including subscription services, hospital verification or information obtained through “face sheet” demographics obtained by The Town of Natick Fire Department.
- c) Offer a process that shall provide follow up billing to include using database searches with subscription services, hospital follow up or phone calls to locate patient information including insurance eligibility in a timely manner.
- d) Prepare monthly reports of all account activity presented in a uniform and easily understood format so that financial, billing and collection data can be benchmarked and financial goals can be reviewed.
- e) Furnish an assigned project manager to the Town of Natick and provide the attention and specialized service necessary for the Natick Fire Department.
- f) Maintain the highest billing compliance standards possible in partnership with the Town of Natick, including assurance that all Medicare, Medicaid guidelines are met at all times. The Natick Fire Department will meet compliance standards and participate in improvement activities. All third party reimbursements shall be tracked individually and in aggregate with full reporting capability to measure billing and collection performance.

B. EMS Billing and Collection Consulting

The Successful Proposer shall provide to the Town of Natick Fire Department quantitative analysis of current billing functions using industry accepted metrics for periodically measuring, analyzing and controlling the billing and collection functions. The consultancy shall fully explain any recommended changes to improve revenues, operations or systematic review methods, including reporting and review schedules. The consultancy shall be targeted to system changes and policies that are attainable, measureable, and longstanding. It will be expected that recommendations to improve financial strength shall be frontloaded during the initial contract cycle but additional changes for maintenance or to adapt to

changing regulations and applicable laws may be required. All recommendations shall be specific to the Natick Fire Department.

The consultancy shall be directly related to the financial sustainability of the Town of Natick and efficiency of the billing and collection of EMS revenues. Consulting services shall include analysis of past practices and recommendations for improvement strategies to improve overall financial health of the Town of Natick. The Successful Proposer shall be responsible to assist the Town of Natick in attaining the highest allowable revenue to sustain EMS services and improve overall health of the Town of Natick.

The Successful Proposer shall identify, explain and propose an initial timeline for any recommended implementation strategies to the Natick Fire Department. It will be understood that a partnership between the Town of Natick and the Successful Proposer will be necessary to complete implementation of many strategies.

C. EMS Patient Satisfaction Data Collection and Reporting

The Successful Proposer shall provide a patient satisfaction survey and shall provide reporting, enabling to the Natick Fire Department to quantify data associated with patient contact and patient perception regarding level of service provided. Survey data must be capable of being tied back to, or associated with the specific run number allowing the capture of data on specific crew members. The patient satisfaction survey responses and data shall not be limited to general system-wide information but rather must be specific and accountable to specific run or call. The patient satisfaction survey system must have the capability to capture and report specific patient comments. The system for aggregating this data shall be capable of benchmarking the results for the Natick Fire Department against other EMS agencies and previous periods.

D. Cardiac Arrest Data Collection, Database Management and Reporting

The Successful Proposer shall provide and manage a cardiac arrest database for the Natick Fire Department. This database will include all elements and reporting requirements of the Utstein style template and Cardiac Arrest Registry to Enhance Survival (CARES see www.mycares.net) to analyze out of hospital cardiac arrest data in the EMS system.

The Successful Proposer shall provide clinical database of all data related to the Cardiac Arrests within the system. This data collection system shall be able to collect data, benchmark results and allow for comparison of local data to local, state and national results. The Successful Proposer shall be responsible for the data entry necessary to maintain high quality data for cardiac arrest outcomes.

E. Hosted Electronic Patient Care Reporting (ePCR)

Hosting: The Successful Proposer shall provide ePCR as a fully hosted solution which has all appropriate securities and safeguards. The hosted ePCR system shall be turn-key including all necessary hardware, software, support and training. The hosting provider must ensure secure data transmission from mobile units back to the server environment.

a) Electronic Patient Care Reporting (ePCR): ePCR shall be a stable commercially available, easy to use, comprehensive mobile reporting application for data entry, storage, manipulation and reporting of patient care information. Electronic data entry shall be easily completed and software shall be formatted in an intuitive format to simplify training requirements and implementation.

b) ePCR NEMESIS Compliant: ePCR software shall be fully compliant with current EMS data standards including National Emergency Medical Services Information System (NEMESIS). Compliance shall be at the GOLD level as currently designated at <http://www.nemesis.org/compliantSoftware/GoldCompliant.html>.

c) Reporting Requirements: Massachusetts Ambulance Trip Record Information System (MATRIS) data must be uploaded on a regular interval, no greater than every seven (7) days, or as required by the Massachusetts Office of Emergency Medical Services (OEMS).

d) Hardware Requirements: The ePCR application will be loaded onto ruggedized devices and deployed to the Natick Fire Department. The Successful Proposer shall include a system to effectively deal with hardware malfunctions by means of additional pre-configured spare devices in order to provide quick replacements for any malfunctioning units. Each “tablet” will allow for the entering of information into the PCR with easy touch-screen entry that can be done in the field. Once all required fields have been satisfied and the PCR has been completed, all PCR data must be transmitted in a timely manner to the receiving facility as deemed appropriate by the facility.

e) Connectivity: The hosted system shall be configured to connect to servers using both high speed cellular networks and secure 801.11a/b/g Wi-Fi, allowing for a maximum of wireless coverage. All service fees relating to the connectivity of the devices are paid for by the Town of Natick.

f) Servers: All servers shall be designed with high availability redundancies at every possible stage. Hosted servers are to be secured behind multiple layers of physical and data security. Connectivity to the hosted environment shall be maintained by multiple high speed providers. A thorough review of these systems and facility shall be available to the Town of Natick.

g) ePCR Training for Personnel: The Successful Proposer shall provide training to Ambulance personnel on proper documentation of ambulance transports using ePCR. Training shall be provided with similar hardware as what is to be used after ePCR deployment has been completed. Training shall be in proper documentation techniques to maximize the ability for the Natick Fire Department managers and leadership team to both bill and mine data effectively.

h) Web PCR: The Successful Proposer shall be able to provide a web based PCR review system which will facilitate the clinical and signature compliance follow-up for any run generated as a PCR. The system shall be and capable of adding appropriate system users outside the Natick Fire Department such as hospital staff, physicians, Hospital EMS Coordinators, etc. The system shall be fully capable of requesting specific feedback for tagged calls and accept feedback into the system in a secure environment. Web based system shall include a simplified search function which shall be fully integrated into CQI system, enabling full search criteria including fields within the database. The Successful Proposer shall perform QI/QA documentation review in conjunction with Natick Fire Department EMS management.

F. First Watch for Situational Awareness and Early Event Notification

a) The Successful Proposer shall provide a First Watch data surveillance system and early warning software (or equivalent software) system that automatically detects specifically designated parameters in real-time for a range of public health and safety concerns for emergency services and hospitals when used in conjunction with the Successful Proposer's ePCR system. The FirstWatch system is used to increase situational awareness in the Communications Center and throughout our Organization. The system is configured to monitor the ePCR system and warn of emerging health threats or possible WMD/Bioterrorism activity by monitoring real-time data for statistically significant occurrences or trends. When a possible threat or other qualifying event is detected, the system alerts by sending messages, maps showing the distribution of suspicious events, and other details, via e-mail, pager, SMS or fax. The information is used to determine the nature and significance of the trend and, if necessary, take appropriate steps to protect the public. The software is also used to identify trends and events that are non-threatening and non-emergent in nature but of interest to those involved with community health initiatives.

b) The surveillance system shall be capable of providing data and alerts based upon the hosted electronic patient care reporting system. Immediate notifications are sent via email to notify applicable supervisory staff of a possible trend or event occurring in the service area. This technology proves valuable in monitoring healthcare issues and trends such as opioid overdoses and stroke alerts in real-time, along with email triggers if desired.

,

B. Successful Proposer's Personnel

The Successful Proposer shall be responsible for any training of his/her/its personnel. The Successful Proposer's personnel shall be adequately trained by the Successful Proposer, shall be experienced in the provision of services specified in this RFP, and shall be of good moral character. All of the Successful Proposer's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Proposer shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Proposer will update this list whenever there is a change in personnel.

IV. PROPOSAL SUBMISSION REQUIREMENTS

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith as Attachment A. The Price Proposal Form shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the

performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

The total price shall be a fixed percentage for all work performed and shall be all inclusive including travel, printing, telephone and any other outside expense.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that comply with the following requirements:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals, or from the date upon which this RFP is cancelled, whichever occurs first.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. A Fully-Executed Scope of Services

Each Proposer shall submit a written narrative which explains in detail the scope of services to be provided by that Proposer.

D. Other Documents.

Each Proposer shall submit the following:

- 1) A fully executed Certificate of Non-Collusion (Attachment B).
- 2) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 3) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 4) A fully executed Certificate of Corporate Proposer (Attachment E).
- 5) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 6) A fully executed Certificate of Non-Debarment (Attachment G).
- 7) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.
- 8) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract or any work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major

determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.

- 9) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include résumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Résumés are required for all work personnel.
- 10) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
- 11) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) for clients for whom the proposer has performed similar services within the past five (5) years.
- 12) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.
- 13) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Proposal Submission Requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the Comparative Evaluation Criteria detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;
- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

2.1. Quality and Depth of Work Experience

Highly Advantageous – The proposal demonstrates experience with ten (10) or more similar projects.

Advantageous – The proposal demonstrates experience with five (5) to nine (9) similar projects.

Not Advantageous – The proposal demonstrates experience with four (4) or fewer similar projects.

2.2. Qualifications of the Proposer

Highly Advantageous – The proposer's résumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

Advantageous – The proposer's résumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The proposer's résumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

2.3. Desirability of approach to the work, demonstrated understanding of the community's needs, and proposer's ability to undertake and complete this work.

Highly Advantageous – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work.

Advantageous – The proposal does not meet the above category for highly advantageous, but demonstrates an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work.

Not Advantageous – The proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements.

2.4. Overall Quality of Client References

Highly Advantageous – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

Advantageous – Not used.

Not Advantageous – One (1) or more references stated that there had been difficulty with the proposer's ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Proposal

Highly Advantageous – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town.

Advantageous – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness.

Not Advantageous – The proposal is not complete, informative, and responsive.

A proposal that fails to meet any of the minimum submission requirements shall be deemed Unacceptable (U) in all of the above categories.

VI. PROPOSAL SUBMISSION

Two (2) copies of each sealed Proposal, in separate envelopes, as described above, shall be submitted by 9:00 A.M. LOCAL TIME, October 28, 2022, to this address:

Town of Natick
c/o Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760.

Proposers shall also include an electronic copy of their non-price proposal in the non-price proposal envelope. After this time, they will be opened in confidence. Proposals received after the date and time specified in this Section VI for receipt of Proposals will not be accepted.

VII. INTERVIEWS

After review of the technical proposals, the Screening Committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

VIII. FINAL SELECTION AND AWARD

The Screening Committee will review the non-price proposals. The Screening Committee will determine which non-price proposals meet the minimum evaluation criteria set forth in Section IV above. The Screening Committee will rank such non-price proposals in accordance with the comparative evaluation criteria set forth in the Section V above. The Screening Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Screening Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Screening Committee will make a recommendation to the Procurement Officer, to the Natick Town Administrator, and to the Natick Select Board concerning which Proposal, if any, the Town should accept. The Natick Select Board will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to all applicable provisions of the Massachusetts General

Laws, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

IX. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

X. INSURANCE

The Successful Proposer shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

XII. PERFORMANCE BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIII. LABOR AND MATERIALS PAYMENT BOND REQUIREMENTS

DELETED – NOT APPLICABLE

XIV. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town of Natick and the Successful Proposer and his/her/its employees shall not be entitled to receive any benefits

of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

XV. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town of Natick, the Successful Proposer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

XVI. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Proposer is prohibited on Town of Natick property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

XVII. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

XVIII. INDEX OF ATTACHMENTS

Attachment A - Price Proposal Form
Attachment B - Certificate of Non-Collusion
Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
Attachment D - Conflict of Interest Certification (M.G.L. c.268A).
Attachment E - Certificate of Corporate Proposer
Attachment F - Certificate of Compliance with M.G.L. c. 151B
Attachment G - Certificate of Non-Debarment
Attachment H - Form of Contract

ATTACHMENT A
TOWN OF NATICK
PRICE PROPOSAL FORM

The undersigned Proposer hereby submits a price proposal to provide ambulance billing services in the Town of Natick.

Printed Name of Proposer:

Address: _____

The PROPOSER hereby pledges to deliver the complete scope of services required for price shown below:

Total Rate as a Percentage of Collections in Words: _____

Total Rate as a Percentage of Collections in Numbers: _____

The PROPOSER acknowledges receipt of addenda nos. _____

Please write out all addenda issued. For example, for four (4) addenda issued, please write: "1, 2, 3, and 4." Do not write "1-4" or "4."

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name _____

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

Tel. _____

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer

Address of Proposer

Telephone Number

By:

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF NATICK

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Address of Proposer

Telephone Number_____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF NATICK

ATTACHMENT H
FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

This Contract is made this _____ day of _____ 2022, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the “Town of Natick,” or “the Town”) and _____ (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services as set forth in the Request for Proposals for Ambulance Billing Services in the Town of Natick (“RFP”), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end three (3) years later.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor’s Proposal.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices/percentages stated in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions) - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
 - g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
 - h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification
- The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other

Town of Natick, Massachusetts
Contract for Ambulance Billing Services in the Town of Natick

responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services

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rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson,
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L North, Esq.
 Office of the Town Counsel
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

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- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of

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employees and contractors, and to withholding and remitting child support.

- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor

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of its obligations under this Contract.

- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left blank.)

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The Town of Natick, Massachusetts

by: the Natick Select Board

Printed Name of Contractor
by:

Paul R. Joseph, Chair

Signature

Michael J. Hickey, Jr., Vice Chair

Printed Name

Bruce T. Evans, Clerk

Printed Title

Kathryn M. Coughlin

Richard Sidney

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Michelle L. Laramée
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)