

**Local Health Department
Vaccination Billing Project
Pomperaug Health District
Part 2 – Billing Manual
How to Bill for Vaccinations
March 21, 2012**

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How to Bill for Vaccinations

March 21, 2012

Prepared by Neal Lustig, MPH, Director of Health and Mona LaBissoniere, Health Educator.

Introduction:

This is part 2 of the Billables Manual and presents detail on the actual billing process for vaccinations. While part 1 was on “How to Secure Contracts,” part 2 is more involved and makes numerous references to details in part 1, “How to Secure Contracts”. The state of vaccination billing is rapidly changing due to the computerization of all forms of electronic medical records. This trend, ongoing for several decades, has now reached the level where even local health departments can achieve some level of success. That said, paper billing, even computer aided, is still an option for most insurers. But the proverbial handwriting on the wall is that various forms of electronic billing are eventually going to be required. The focus of this section will enable the reader to choose from a variety of methods and services.

While this manual will try to present the pros and cons of each method, there is no “model” method that might apply to a particular health department. In the end, the decision point depends on the number of participants, internal staff resources, willingness to try new methods and stay current, and your agency’s technological ability. This section will be focusing on seasonal flu vaccination billing since other kinds of vaccination billing are not utilized much in Connecticut. The influenza billing is, in a sense, the sentinel marker for billing capability, since if you can master that capability, you will be able to bill for other vaccinations.

Finally, we will present a short description of how to become a licensed clinic for the purposes of billing Medicaid, even though billing Connecticut Medicaid for vaccinations is not currently available for all LHDs in the state. Only the very few local health departments (LHDs) that have SDPH licensed clinics, can contract with Connecticut Medicaid. We will not be presenting information on how to bill United Health Care (UNH). United Health Care has, up to this point, not established vaccination contracts with mass immunizers, while it appears that CIGNA is going to establish a public health billing component in the near future.

Overview Considerations Regarding Billing Options

Below are the questions that a LHD should consider when deciding on the level of billing activity they might want to take. The answers to these questions can assist a LHD in choosing the method that fits their need.

ASSESS YOUR CURRENT VACCINATION ACTIVITY

1. How many vaccinations do you administer each month?
2. Which ages(age groups) do you vaccinate?
3. Which vaccines do you administer?
4. Does your health department administer the vaccines, or do you contract out for the administration services?

For 1-4- Do you plan to increase or decrease any of those services in the future?

5. What is the insurance/payor status of the people you currently vaccinate? If you do not know, you might want to collect that information from those coming into your department for vaccinations for a typical month.
6. What is your current staffing for vaccinations?
 - a. Professional vaccine administrators (i.e., RNs, LPNs, MDs)
 - b. Clerical support
 - c. Overall administration
7. What computer/network capabilities does your department currently have?
8. Are you a Health Department or a Health District?

ASSESS METHODS FOR BILLING

1. How many vaccines does your LHD administer in a month?
2. Does your LHD have, or are they planning to have, the staff necessary for this function?
3. What are the LHD current or future computer networking capabilities?
4. How many insurance/payors currently cover your current population?

EVALUATING POTENTIAL BILLING COMPANIES

1. How will you be submitting your bills?
 - a. Do you have the capacity to use an electronic system or will you be filing using paper forms?
 - b. If filing electronically, will you enter data into the billing company's system or will you use your own and later upload the information to the billing company?
2. Which payors does the billing company cover? Will they assist you with the credentialing process with payors?
3. What are the transaction fees? Is there a monthly charge?
4. Do they process the claims to weed out any denials for procedural problems (i.e., data in wrong fields or missing)
5. Can you set up a specific health department account to assure that the money goes into your account? (This is especially important if you are a municipality. With municipalities, sometimes money just gets transmitted into the municipality account (general fund) and it is difficult to determine how much you received and credit for your health department budget.)
6. How do you get paid? Does the transmittal include denials of payment and reasons for the denials?

Billing Basics

The billing process for vaccinations is a several step methodology that involves the following:

- A) A Form of data entry
- B) Searches for specific groups/times/ vaccines
- C) Report/billing generation either in roster CMS/HCFA 1500 or electronic formats.

Data Entry- Probably the most time consuming part of the process, whether in a database, an online database, or just filling out forms by hand. If errors were to occur in the process, this is the primary place for it to happen.

Searches- Ultimately a method of collecting various vaccines, or people, or dates is required, in order to assemble your group. In some electronic or on-line/real-time methods, this occurs behind the scenes.

Report/Billing- The core to all medical billing in the United States is the ubiquitous CMS/HCFA 1500 Form. This universal form with a variety of required information is utilized by medical and all private insurers. Appendix A in this section gives examples of a completed Medicare B 1500 and its required basic info.

All the insurers require a paper form of the HCFA 1500, a roster variant (Medicare) of the HCFA 1500, or a variety of electronic versions. The electronic, computerized, web-based billing systems, in the end, transmit the required CMS/HCFA 1500 information to the various insurers, private or government. We recommend the reader spend some time looking at the required information. It can vary a bit between insurers.

How to Bill- Methodology

The next chapters of this section of the manual will be divided up by insurers plus several sections on web-based, database paper methods, and hybrids of the two. As you consider the options you will find crossover in the methods. For example, the web-based electronic methods may allow you to bill all insurers electronically, but you can also bill them individually through a roster (Medicare) or a HCFA 1500 paper form. Therefore, there are several methodologies to consider. As stated before, we will look at methods of bulk or electronic billing, then each insurer individually. We will provide contact info, appraisals of each method, various forms and examples when possible, and more.

Billing Methodologies- Overview

- A) Filemaker Pro Database
- B) PC-ACE Pro 32-Medicare
- C) MD Office / Office Ally
- D) Medicare Part B Direct
- E) Transact Rx

Filemaker Pro Database: Introduction

Filemaker Pro Software is an easy use, low cost database solution. Originally designed for Macintosh computers in the beginning of the computer revolution, it has been cross platform since 1995. The software is user-friendly and has extensive programming and networking capabilities. Consequently, it is now one of the most used database software platforms in the world. Its major focus remains for small to medium-sized organizations. The Pomperaug Health District began developing vaccination software on this platform in 1991 and it is in use today. Individual copies of Filemaker Pro cost \$300 and the Pomperaug Health District software application, given away free, can be used for data entry, tracking, marketing and paper billing of all vaccinations. It is used extensively by local health departments in Connecticut, has a built-in HCFA 1500 generator, and is excellent in paper billing through HCFA 1500 and roster list generation. Its main drawback is that it is not capable at this time to work with 3rd party electronic billing systems and is not keeping pace with the ever-increasing types of vaccines available.

The Pomperaug Health District is now in the process of working with Transact RX (see first section) to create an improved system that will keep the record keeping, tracking, ease of entry, and report generation aspects of an in-house data system, and combine that with the powerful billing systems of Transact RX. The Transact RX on-line billing system is excellent for billing and eligibility checking, but does not really serve as to provide all the requirements of full-service database system. The Pomperaug Health District is establishing a simple upload process where vaccinations billings (from Filemaker) can be quickly uploaded to Transact Rx for processing and forwarding to the insurers.

The next few pages give a full description of the Filemaker Pro Software Application.

Pomperaug District Department of Health

FileMaker Pro Program

Pros

- Records of vaccinations for individuals
- Vaccination statistics
 - Can create various reports or lists using whatever data fields are included in the database
- Can use names & addresses for marketing purposes
- Can pre-print consent forms
 - More convenient for patient
 - Makes data input easier
- Billing
 - Individual CMS/HCFA 1500 forms
 - Roster billing
- Can be customized and “tweaked” as needed
- Can use bar code reader for quick data entry

Cons

- Need working knowledge of Filemaker Pro program
- At this time, electronic billing is not easy with this program
- Needs to be tweaked with some programming or additional layouts to accommodate the various vaccine types & codes for billing (on the Create Report screen)

The screenshot displays a Filemaker Pro database form for 'Data Input Influenza'. The form is organized into several sections:

- Top Navigation:** Includes 'Records' (65206), 'Show All', 'New Record', 'Delete Record', and 'Find' buttons.
- Form Header:** 'Data Input Influenza' and 'Vaccine Type'.
- Patient Information:** Fields for Last Name (Schmoe), First Name (Joe), MI, Address (555 Main Avenue), City (Southbury), State (CT), Zip (06488), Area Code (203), and Phone (555-5555).
- Vaccine Details:** Fields for Vac Date (9/28/2010), Date of Birth (1/1/1935), Lot # (U44818A), Dose #, and Expire Date (06/30/2013). A 'Vaccine Type' section contains numerous radio button options such as Influenza, DTaP, Hepatitis B, etc.
- Insurance and Payment:** Fields for Insurance Payment (Paid/Rejected), \$ Paid, \$ Owed, and Payment Type (Cash, CreditCard, Medicare, etc.).
- Immunization History:** A table with columns for Last, First, MI, DOB, Vac Date, Vaccine Type, SS Number, MedicareNumber, and Insured ID#. It shows four records for Joe Schmoe.

Main Functions of the Filemaker Pro Database

- Vaccination Input
- Create Report
- Master ID Numbers – Contracts, etc.
- Vaccines Set-up - Lot #, Mfg.

Vaccination Input

- Use to input information from consent form into the database
- Can be used to track insurance payments
- Can be customized
- By using the “Clinic Pre-Sets” on the vaccination input screen, you can enter a variety of information to make data input quicker. When you pre-set the vaccine lot #, it pulls the information from the Vaccine Set-up screen.

Create Reports

- Use for billing
- Use for statistics
- May be used for marketing/mailings
- To use, enter your “find” criteria and click on “perform find”
- Use the buttons to perform various tasks (billing, statistics)

Preferences –Master

- Used to customize the database
- Can enter identifying information for the health department to be used on various layouts
- Used to enter the identifying information for billing – Non-NPI #, CPT codes, charges, etc.

Vaccines Set-up – Lot#, Mfg.

- Used to enter the vaccine information, including the CPT Code and Q Code
- Information from this screen is used for billing and for “Clinic Pre-Sets” to make data input easier

The screenshot shows a Filemaker Pro database form titled "Vaccines Form". At the top, there are navigation controls including a back arrow, a page number "1", a "Total (Unsorted)" count of "14", and a "Show All" button. Below this, there are options for "Layout: Vaccines Form" and "View As:" with icons for list, grid, and preview views. The main form area contains the following fields:

- Exp Date: 06/30/2012
- Lot #: UH717AA
- Manufacturer: Sanofi Pasteur
- Vacc Type: Influenza
- VFC Vaccine: (empty)
- Medication Type: (empty)
- NDC Code: (empty)
- Medication Frequency: (empty)
- Prescribing Physician: (empty)
- CPT Code: 90658
- Q Code: Q2038

At the bottom of the form, there are two buttons: "New Record" and "Return To Home".

Evaluation Measures – Filemaker Pro Database

Cost	\$300.00 for software
Ease of Set-up	Easy
Data Entry	Easy-Moderate
Data Entry Speed	Fast
Report Generation	Yes
Paper Billing Possible	Yes
Ease of Paper Billing	Moderate (depends on # of clinic dates & how many types of vaccine is offered)
Electronic Paper Billing Possible	No
Ease of Electronic Billing	NA
General Overall Utility	Easy/Moderate

PC-ACE Pro 32 - Medicare - Medicare Part B

Medicare and its CT affiliate, National Governmental Services, provide a free Windows-only application, called PC-ACE-Pro 32. This application and its companion "IVANS" form an electronic billing duo for Medicare patients only.

The PC_ACE_Pro_32 is the data Entry part and IVANS does the billing. An overview of this electronic billing is presented below.

Download Software - CMS-EDI PC Pro 32 Application, Manual, Guides

Downloads are from the NGS Medicare Websites referenced in Part 1 of Billing manual.

Setup can be difficult but there is a quick setup guide available and Suzette Brown, of West Hartford-Bloomfield Health District has put one together on her own

Setup - Continued - Series of screens, look up patient records, if available to ease entry - Facility Screen, Procedure Screen, Diagnosis codes to be added, Procedure code, Administrator code

Additional routines required for preparing claims and processing claims. The records then are electronically deposited into the "cloud" for retrieval for IVANS

IVANS is a third party biller that charges a fee for monthly service. There is an IVANS setup and IVANS submits bills electronically to NGS - Medicare for payment

Evaluation Resources: PC- Ace-Pro 32

Cost:	Application - Free IVANS - \$60/month
Ease of setup:	Moderate - Difficult
Date Entry:	Moderate - Few lookups
Date Entry Speed:	Moderate once patient in system
Report Generator:	Good
Paper Billing:	NA
Electronic Billing:	Yes
Ease of Electronic Billing:	Multi Step – Moderate
General Overall Utility:	Moderate - Difficult

Office Ally

Office ally is a medical clearinghouse company that provides various kinds of billing services to medical providers, sometimes at no cost. There are many companies that now perform this function. Their contact phone number is 866-575-4120 and website is www.officeally.com. They support a robust series of billing options including third party billing to all government and private insurers through or connected to your existing practice software.

Before exploring the use of one of these commercial companies, you should ask several questions:

1. Transaction fees per claim- How much is the per claim fee?
2. Is there a set- up fee?
3. Who pays for the computer modifications needed to submit your bills?
4. Is there a monthly fee, in addition to the per claim fee? Does the monthly fee occur, even if you do not submit claims for any month?
5. What is the average time it takes from the time you submit a claim to the time you are paid?
6. Do they itemize what you are being reimbursed for, i.e by patient name?
7. Does the claim go through a screening to assure that all information, and in the correct format, before submission for payment? This minimizes rejected claims for structural issues.
8. Can they, in “real time”, determine the patient’s eligibility status-?
9. What types of reports can be generated, i.e monthly vaccine totals by insurer? Can you “write” your own reports? If not, can someone from the company provide you with data you are requesting>

Unfortunately, most Local Health Departments (LHD) do not own or maintain medical practice software. Office Ally does offer “Practice Mate,” a free web-based complete practice management system. We have conducted vaccination billing evaluations of web-based Office Practice Mate with the assistance of Maria Thomas of Information Technology and Data Solutions. Her firm is Connecticut-based and contact number is 203-676-7696. The Naugatuck Valley Health District used her consulting expertise to set up with Office Ally for flu billing in 2011, but is not using Office Ally in 2012.

While Office Ally does provide a full suite of billing applications, a full practice management system, and a web-based portal, our evaluation indicated it was not well suited for repeated vaccination entry. Each record has substantial requirements and little automation compatibility. So each time the biller will have to type in much of the required identity information, diagnosis code, procedure code, vaccine code, date of service and so on. We found it ill suited for repeated vaccine entry but acceptable for limited billing. The applicant must secure all contracts with insurers including the Medicare certification, and there may be a secondary application process to get Office Ally to work with your insurers.

Evaluation Measures- Office Ally

Cost:	Free
Ease of Set-Up:	Moderate-Difficult
Date Entry:	Difficult-slow
Report Generation:	Yes
Paper Billing Possible:	Yes
Ease of Electronic Billing:	Moderate-Difficult-Slow
General overall utility:	Moderate for limited uses- difficult set up

Medicare Part “B” – NGS (National Governmental Services)

The largest insurer in the United States is Medicare. Medicare operates in individual states through a series of sub-contractors and in Connecticut that is National Governmental Services (NGS). Contact information is provided in Section 1, How to Secure Contracts, of the Connecticut Billables Manual. Medicare does pay for Influenza and Pneumococcal vaccines for clients who are predominantly age 65 or older. This medical billing allowance for flu and pneumonia is covered under Medicare Part “B”. Medicare Part “B” is the insurance that covers doctors’ visits and clients pay an extra monthly fee for that insurance.

Towards the goal of universal access, Medicare has made special allowances for mass-immunizers. They can bill electronically through some of the methods in this manual including paper based roster billing or CMS/HCFA 1500. It appears the government allows this to provide full access for flu vaccines to all insured. We believe “mass-immunizers” are generally restricted to public health agencies but may include some other entities like supermarkets. Medicare, as discussed above, can be billed electronically through Transact RX, Office Ally and numerous other third parties. But the reader is advised of key issues below:

- Medicare Advantage plans responsible for vaccination reimbursement and NGS Medicare will not pay these claims.
- Can Only Bill for Influenza or Pneumonia
- Must have established contracts with Medicare (except Transact RX).

The core to NGS-Medicare billing is the health insurance claim form called the CMS/HCFA 1500 (1500). This is the main medical billing format used in the United States and it is from the HCFA 1500 that all paper, roster and electronic billing is derived from. The 1500 form holds key information on each claim including name, address, insurance info, etc. Two 1500 samples are included in the appendix A to this chapter with one being an individual HCFA 1500 (person), and a roster billing form. The roster lists must be accompanied by one genuine, red line HCFA 1500 form for each date of service (DOS) and each vaccine type. Appendix B has information provided by Medicare on the minimum requirements for the roster lists.

We believe that a Local Health District can also bill by preparing individual HCFA 1500 forms for each person. This Health District (PDDH) has not actually done this and but do have information that another Health District has successfully completed this. Reminder again that all HCFA 1500 paper submission must be on the official HCFA 1500 red and white form that must be purchased from a third party printer.

Medicare Billing Part D –

The Medicare Drug Plan, called Medicare Part D, pays for a wide range of mostly adult vaccinations. This plan, for which the insured pay a monthly fee, is funded by the subscribers and the US Government. It is administered and financed through 195 insurance companies. A list of usual vaccines, called a Medicare Part D Pharmacy benefit, is included in the appendix to this chapter and includes the Shingles Vaccine, Zostovax and Tetanus, Diphtheria, Pertussis (Tdap). It is difficult for a Local Health District to access the 195 insurers to review eligibility and/or co-pay amounts. Medicare Part “D” is complicated with multiple levels of insurance, lapses in insurance (donut holes), and widely varying co-pay amounts. It is our experience with the shingles vaccine; the co-pays can range from \$6 to over \$121 for a \$185 vaccine.

The Pomperaug Health District utilizes Transact RX web-based application to charge for vaccines and administration fees to Medicare Part “D”. It is an easy and effective solution but only covers some of Medicare Part “D” beneficiaries.

Medicare Part B Billing - Paper Claims- Filemaker Solution-

The Pomperaug Health District started developing Filemaker Pro based vaccination billing solutions around 2001. At first it was roster billing for Medicare only then expanded to real time CMS/HCFR 1500 for the private insurers. The database application is provided free to anyone who purchases the Filemaker Pro software (around \$300). While it is a good solution for paper billing, it is not effective as of press time for electronic billing. Additionally and significantly, the myriad types of flu vaccine now available, i.e. high-dose, intradermal, multi-dose vial-4 types, can lead to a dizzying array of roster lists to Medicare. Remember, each roster list has to be supported by one CMS/HCFR 1500 for each date of service and for each vaccine type (up to eight types), which leads to substantial complexity. Printing individual HCFR 1500’s is easier but does take time on set up. Once again, refer to appendices for HCFR 1500 samples and requirements. The samples are key to the whole process and suggest a careful review. To complete the flu- billing scenario, I have attached as an appendix a sample price list from NGS Medicare for flu vaccine. These number and dollar amounts correspond to items #24D and 24F on HCFR 1500 form.

Medicare Part B – Billing- Electronic

Medicare can be billed electronically through a variety of third party solutions. These include several mentioned in the manual; Transact RX, Office Ally and PC-ACE Pro32-Medicare. All these solutions are effective but Transact RX is the easiest because it has automated data entry tools, it is web-based, and the Local Health District does not need to be a certified Medicare provider. Transact Rx submits the credentialing for Medicare part B, if you use them for part B billing.

Medicare Part B Billing – Evaluation Measures- Paper Filemaker Pro- Manual

Cost:	Application – free- Filemaker Pro- \$300 for software
Ease of Setup:	Moderate to difficult Roster/Individual HCFA 1500
Data Entry:	Moderate- extremely difficult by hand
Data Entry Speed:	Moderate Filemaker Pro Slow-manual paper
Report Generation:	Filemaker Pro- excellent Manual- NA
Electronic Billing:	NA
General overall utility:	Filemaker Pro- good but increasing complexity Manual- very difficult

Medicare Part B Billing- Evaluation Resources – Electronic Methods

Cost:	Free- 1.50 per vaccine
Types:	Transact RX, Office Ally, PC-ACE-Pro-32
Ease of Setup:	Easy- Transact RX Moderate- Office Ally Difficult- PC_ACE-Pro 32
Data Entry Speed:	Fast-moderate- Transact RX Moderate-slow- PC-ACE & Office Ally
Report Generation:	Adequate
Ease of Electronic Billing:	Easy- Transact RX Easy-Moderate- PC-ACE & Office Ally
General overall utility:	Very good- Transact RX Fair- Office Ally Poor- PC-ACE

Transact Rx – Billing Services

Transact Rx is a billing solution company that was built from the ground up to provide all the tools a health department needs to establish and operate a comprehensive third party billing program. The company provides a relatively simple, web-based solution that is gaining rapid usage in CT. The service offers the web-based program for Medicare Part B and Medicare Part D but charges a \$1.50 per claim processing fee for Medicare part B claims. Medicare Part D is the Medicare pharmacy benefit and is processed without a fee. Transact Rx are also able to bill the various Medicaid services and private insurers, although they cannot currently bill Connecticut Medicaid.

We have attached several appendices regarding Transact Rx at the end of this chapter including a series of screenshots detailing the online interface and a sample follow-up vaccine billing report. As of this late date, December 2012, there were several health departments using Transact Rx for their follow-up billing programs and success was being reported. This Health District signed up with Transact Rx in May, 2012 for Medicare Part D and now is also registered for Medicare Part B. If you use Transact Rx for Medicare part B billing, Transact Rx requires that you also use their system for billing private payors.

Transact RX – Medicare Part D

Medicare Part D is normally referred to as the pharmacy benefit and mainly applies to recommended vaccines, except for flu and pneumonia, for the Medicare population. This is a complicated insurance benefit with over 195 private insurers and numerous plan options, deductibles and co-pays. After a relatively simple Part D application, Transact RX provides a web-based interface, which determines eligibility, co-pay, and whether Transact RX can process the charge. They claim to represent most, but not all, of the private insurers. The interface is simple, efficient, and relatively rapid. It is being used, thus far, to mostly bill for Shingles (Zostovax) immunizations.

In the Medicare Part D scenario, Transact collects the insurance fee from the insurer and forwards a check or electronic payment to the Health Department. The Health Department collects the co-pay from the patient and administers the vaccine. There appears to be no fee charged to the Health Department in the Medicare Part D pharmacy benefit process. Transact RX currently receives funding from the Medicare part D insurers to facilitate the billing process. The Pomperaug Health District has completed about 45 Shingles vaccine transactions with Transact RX since May, and NO problems have ensued. Two notes of importance in the Part D interface:

- . No formal Medicare registration is required
- . Transact RX only covers some of the nationwide Medicare D insurers

Transact RX – Medicare Part B

Medicare Part B covers annual flu and pneumonia vaccines and administration fees for beneficiaries. It is a fully paid benefit of Medicare Part B insurance. The great advantage of Transact RX is that they have a master contract with Medicare and this greatly reduces the paperwork required to be a Medicare provider. The Health District signs some agreements, provides taxpayer ID and NPI numbers, provides medical advisor name and NPI, provides insurance certificates, and a few more items. It is relatively simple compared to the difficult Medicare 855 process.

Upon approval, an online interface similar to Medicare Part D is available and the Health Department can bill. Transact takes care of much of the coding and provides a simpler interface with multiple behind the scenes lookups. The company continues to provide numerous training options for startup procedures with Medicare Part B. We have provided some interface screenshots on the online interface in Appendix A.

Transact RX – Private Insurance

Transact RX can also serve as an online 3rd party biller for private insurance, including Anthem, Aetna and Connecticare. Transact requires you to use their third party billing, if you use the Transact Medicare part B service. The Health Department MUST secure its own contracts with each insurer and provide Transact RX with a master spreadsheet with insurers' info, addresses and contact ID #s. This is an effective solution and, when used in conjunction with the Medicare Part B, provides a total solution that can check "eligibility" and process the bill, all at the same time.

Transact RX Billing – Evaluation Measures – Medicare Part B, Part D, Private Insurers

Cost:	Free – Part D /\$1.50 for Part B/Private
Ease of Setup:	Easy- Moderate, some paperwork
Data Entry:	Web-based, built-in lookups, must establish each pertinent record (one-time)
Date Entry Speed:	Moderate-Fast
Report Generation:	Good – Billing summaries
Electronic Billing:	Excellent
Ease of Electronic Billing:	Very good
General Overall Utility:	Excellent solution for small – medium sized public health agencies. Company appears committed to public health sector expansion.

Medicaid Billing

At the current time, LHDs in Connecticut are not authorized by DSS to bill Medicaid for vaccination services. This is not expected to change in the near future. This does not mean that billing Medicaid is completely out of the realm of possibility for LHDs. A number of municipal departments have clinics which have been licensed as outpatient clinics by DPH, and those clinics are able to bill DSS for this service. Becoming a licensed outpatient clinic is not as onerous as one might believe, and DPH does not dictate the range of services that must be offered to designate a LHD as a clinic. The LHD can make the determination about which services their clinic will offer, even if they decide to only offer vaccination services to their clients. DPH has clear guidelines on the application process and the application for becoming recognized as a licensed outpatient clinic can be found in Appendix B or at:

http://www.ct.gov/dph/lib/dph/facility_licensing_and_investigations/pdf/lic_app_06_outpatient_clinic.pdf

Once licensure has been established, a LHD can then apply to become a recognized provider of vaccination services for clients on Medicaid. Billing Medicaid requires the use of their online system, which can be confusing but lucrative if your jurisdiction serves a large population of Medicaid clients.

Billing Manual

Part 2 – How to Bill for Vaccinations

Summary

This manual, “Part 2 – How to Bill for Vaccinations”, has presented a series of billable options for Local Health Departments (LHDs) in Connecticut to consider. Each of the options has both negative and positive factors that may support a particular choice. For those LHDs in CT that are considering an outside billing company for their agency, we have found Transact Rx to be a credible option. This company has already created a clean, streamlined on-line interface, backed up by behind-the-scenes electronic billing capability. We have completed several discussions with top management and they appear to be very knowledgeable of LHD limitations and resources, and are continuously willing to improve their service capabilities.

Another choice, for those looking for a more comprehensive solution would be to utilize the Pomperaug Health District Filemaker Pro database. This total solution includes paper billing through HCFA 1500, vaccination tracking and reporting, age-based searching, and excellent marketing tools. Remember that Transact RX is charging \$1.50 per claim (Medicare B) while the Filemaker Pro option has no charge for each claim. The downside of the Filemaker Pro option is that, like any database, it will require continuous upgrading and re-programming to keep abreast of ever-changing billing requirements. We would recommend this solution for LHDs that have significant technical capabilities and an IT budget.

The Pomperaug Health District, as of press time, is working actively with Transact RX on a total solution that both electronically bills while maintaining records in-house for tracking, marketing and reporting purposes. We believe that this solution will be an effective one for us and that could work for other Local Health Departments as well as it would work for both computerized vaccination record keeping and simplified electronic billing. Further evaluation may be required to see if this method fulfills all the possibilities.

We do understand that different health departments and districts have different needs, and therefore other options are presented for your reference. For example, direct billing of Medicare for influenza is a method that is used by many of the mass immunizers in the state, but one must remember that this billing method is only available for Medicare Part B.

There are other Commercial billing services, as mentioned previously. This report does not address the health department or health district that will provide other clinical services and thus may want to incorporate an electronic medical record system. Those departments and districts may choose to go through an RFP process to choose a commercial service that fits their needs. A sample RFP that has been used for this purpose can be found in Appendix C.

Patient Lookup: Enter last, then first ie, "Smith John" to find John Smith

New Patient

Site: PNT Demo Site 3

Patient Information

Patient Information

Last Name: First Name: Middle Initial:

Gender: DOB:

Address:

City: State: Zip Code:

Phone: Relationship:

Primary Medical Insurance

Medicare Part B Other

Ins. Plan: **Medicare Part B AZ**

Subscriber Id: Group #:

Subscriber/Insured Information

Same as patient information

Last Name: First Name: Middle Initial:

Gender: DOB:

Address:

City: State: Zip Code:

Phone:

Account (Type Name or Number): PNT Demonstration Account - [100002]

> Vaccine Mgr - Billing

Mark as Home Page

Patient Lookup: Enter last, then first ie, "Smith John" to find John Smith

New Patient

Site: PNT Demo Site 3

Response Information

Response Information

Eligibility Status.: **Verified** Claim Status: **Accepted for Payment**

Patient: **Atkins, Irene** Relation to Ins.: **Cardholder**

Product: **Pneumovax 23 SDV**

Rx Number: **0921650**

Billed Product: **\$261.00** Covered Product: **\$57.19**

Billed Admin: **\$30.00** Covered Admin: **\$25.76**

Patient Paid: **\$0.00** Patient Resp.: **\$0.00**

Payer Response:

Response Message: PAID AT FEE SCHEDULE - PROVIDER TAKES ASSIGNMENT

Save Patient

Reverse Claim

Print

Done

Total

30.92

25.76

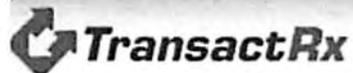
0.00

Print Notice

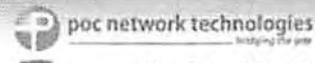
Reverse Claim

View Details

Done



Welcome: Andrea Seratte - PNT
Version: 2.24 (Prod 2) Released: 07/29/2012



Questions or More Info
866.522.EDVM (3386)

Menu

Account (Type Name or Number): PNT Demonstration Account - [100002]

Home > Transaction Log

Transaction Management

Site : Begin Date : End Date :
Rx Number Status :
Patient Last
(at least 3 letters)

Date	Rx #	Patient	Provider	Product	Status
09/05/2012	0921496	smith, don	Allan, Marcus	Zostavax 19,400 PFU/0.65M Vial	REJECTED
09/05/2012	0921496	smith, don	Allan, Marcus	Zostavax 19,400 PFU/0.65M Vial	REJECTED
09/05/2012	0921527	Atkins, Irene	GUINAN, Jack	FLULAVAL 2011-2012	REVERSED
09/05/2012	0921536	smith, john	Allan, Marcus	Zostavax 19,400 PFU/0.65M Vial	IN PROCESS
09/05/2012	0921536	smith, john	Allan, Marcus	Zostavax 19,400 PFU/0.65M Vial	REJECTED
09/05/2012	0921536	smith, john	Allan, Marcus	Zostavax 19,400 PFU/0.65M Vial	REJECTED
09/05/2012	0921561	Atkins, Irene	GUINAN, Jack	FLUZONE 2011-2012	SUBMITTED
09/05/2012	0921580	smith, john	Allan, Marcus	Zostavax 19,400 PFU/0.65M Vial	PENDING
09/05/2012	0921580	smith, john	Allan, Marcus	Zostavax 19,400 PFU/0.65M Vial	REJECTED
09/05/2012	0921589	Atkins, Irene	GUINAN, Jack	Fluvirin SYR 2012-2013	REVERSED
09/05/2012	0921606	Atkins, Irene	GUINAN, Jack	Fluzone High Dose 2012-2013	REVERSED
09/05/2012	0921643	Simmons, Kim	GUINAN, Jack	DTaP	SUBMITTED
09/05/2012	0921647	Atkins, Irene	GUINAN, Jack	Pneumovax 23 SDV	REVERSED

Page 1 2 > >> of 2 (21 rows)



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
FACILITY LICENSE & INVESTIGATIONS SECTION

LICENSURE APPLICATION

[] INITIAL [] RENEWAL

NOTE: A separate application must be completed for each licensed level of care which is located at a different address. One (1) application may be submitted for multiple levels of care provided each level of care has the same name and the same licensee and is located at the same address.

In accordance with Section 19a-491 and/or Section 19a-506 of the Connecticut General Statutes, application is hereby made for a license to operate the following (please check the appropriate box/boxes that apply):

- | | |
|--|---|
| <input type="checkbox"/> Assisted Living Services Agency | <input type="checkbox"/> Infirmary Operated by an Educational Institution |
| <input type="checkbox"/> Children’s Hospital | <input type="checkbox"/> Maternity Home |
| <input type="checkbox"/> Chronic and Convalescent Nursing Home | <input type="checkbox"/> Maternity Hospital |
| <input type="checkbox"/> Chronic Disease Hospital | <input type="checkbox"/> Outpatient Clinic |
| <input type="checkbox"/> Family Planning Clinic | <input type="checkbox"/> Outpatient Dialysis Unit |
| <input type="checkbox"/> General Hospital | <input type="checkbox"/> Outpatient Surgical Facility |
| <input type="checkbox"/> Home Health Care Agency | <input type="checkbox"/> Residential Care Home |
| <input type="checkbox"/> Homemaker-Home Health Aide Agency | <input type="checkbox"/> Rest Home with Nursing Supervision |
| <input type="checkbox"/> Hospice | <input type="checkbox"/> Well Child Clinic |
| <input type="checkbox"/> Hospital for Mentally Ill Persons | <input type="checkbox"/> Mental Health Day Treatment |
| <input type="checkbox"/> Mental Health Psychiatric OutPat. | <input type="checkbox"/> Mental Health Community Residence |
| <input type="checkbox"/> Mental Health Intermediate Tmt. | <input type="checkbox"/> Mental Health Residential Living |
| <input type="checkbox"/> Substance Abuse & Dependence | |

Please respond to all of the following questions:

1. _____
 Facility “d/b/a” (doing business as) Name

Business Address	City	State	Zip Code	Telephone
------------------	------	-------	----------	-----------

Mailing Address (if applicable)	City	State	Zip Code
---------------------------------	------	-------	----------

Phone: (860) 509-7444
Telephone Device for the Deaf (860) 509-719
 410 Capitol Avenue - MS # 12HFL
 P.O. Box 340308 Hartford, CT 06134



An Equal Opportunity Employer

9. Respond to the specific question that reflects the ownership structure of the licensee. **The Licensee is the legal entity which will be issued the license to operate.**
 - A. If the Licensee is a **general partnership, limited partnership or limited liability company**, complete Form 1 (attached).
 - B. If the Licensee is a **trust**, complete Form 2 (attached) for the Licensee.
 - i. Attach a list including the name, address and telephone number of all trustees.
 - C. If the Licensee is a **corporation (profit or non-profit)**, complete Form 3 (attached) for the Licensee. Complete a separate Form 3 for each additional corporate entity having 10% or greater ownership interest in the Licensee.
 - i. If the corporation is incorporated in a state other than Connecticut, please attach a Certificate of Good Standing from the Secretary of State of the state of incorporation.
 - ii. Attach a list including the name, address and telephone number of all officers and all directors of the corporation.
10. Attach a current copy of the facility’s Certificate of malpractice and public liability insurance. (Note: Information Pages and Insurance Binders are unacceptable. Only Certificates of Insurance will be accepted.). Please note that All Behavioral Health levels of care, except hospitals, and RCH facilities are exempt from the malpractice requirement.
11. Attach evidence of current compliance with the worker’s compensation insurance coverage requirements in the form of one of the following:
 - A. a certificate of self-insurance issued by a worker’s compensation commissioner pursuant to Section 31-284 of the Conn. General Statutes; or
 - B. a certificate of compliance issued by the Insurance Commissioner pursuant to Section 31-286 of the Conn. General Statutes; or
 - C. a Certificate of Insurance issued by any stock or mutual insurance company or mutual association authorized to write worker’s compensation insurance in this state. (Note: Information pages and Insurance Binders are unacceptable. Only Certificates of Insurance will be accepted.)
12. Ownership of Real Property

 Name

 Business Address City State Zip Code Telephone
13. Annual Fire Marshal’s Certificate of Inspection Form (attached) must be completed by the Local Fire Marshal. **NOTE: Hospitals must have a separate Fire Marshal’s Certificate of Inspection completed for each building on the hospital’s campus and each satellite listed on the hospital’s license. Additional forms may be copied if necessary. Each completed Fire Marshal’s Certificate of Inspection that is submitted must have an original signature. (Not applicable for ALSA’s, Homemaker Home Health and Home Health Agencies).**

FOR OFFICE USE ONLY

CHECK # _____ AMOUNT \$ _____

DATE RECEIVED _____ INITIALS _____

14. Affidavit of Owner:

I attest that the information provided within this application is true and accurate and that any changes in the information submitted will be reported to the Department as required by law.

Signature

Date Signed

Check one as applicable:

- Individual/Sole Proprietor
- General/Managing Partner
- President of Corporation
- Secretary of Corporation
- Municipal Officer
- Trustee

State of Connecticut)

County of _____) ss _____ 20_____

Personally appeared before me the above named _____ and made oath to the truth of the statements contained in his/her answers to the foregoing questions.

- _____
Notary Public []
- Justice of the Peace []
- Town Clerk []
- Commissioner of the Superior Court []

My Commission Expires:
(If Notary Public)



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
FACILITY LICENSING & INVESTIGATIONS SECTION

FORM 1

FACILITY/AGENCY NAME: _____

Form 1 must be completed if the facility/agency is owned/operated by, or the Real Property Owner is, a partnership or a limited liability company. Please copy additional sheets if necessary.

For each partner or manager with a 10% or greater ownership interest in the Licensee/Real Property Owner, provide the information requested below. **Please complete a separate form for each legal entity listed below that is not an individual.**

This information is for: Licensee _____
 Real Property Owner _____

1. Name: _____
Address: _____
Telephone: _____
Please indicate the category which best describes this entity:
[] Manager [] General Partner [] Limited Partner
Partner's/Manager's percentage of ownership: _____

2. Name: _____
Address: _____
Telephone: _____
Please indicate the category which best describes this entity:
[] Manager [] General Partner [] Limited Partner
Partner's/Manager's percentage of ownership: _____

3. Name: _____
Address: _____
Telephone: _____
Please indicate the category which best describes this entity:
[] Manager [] General Partner [] Limited Partner
Partner's/Manager's percentage of ownership: _____

4. Name: _____
Address: _____
Telephone: _____
Please indicate the category which best describes this entity:
[] Manager [] General Partner [] Limited Partner
Partner's/Manager's percentage of ownership: _____
[] Manager [] General Partner [] Limited Partner



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
FACILITY LICENSING & INVESTIGATIONS SECTION

FORM 2

FACILITY/AGENCY NAME: _____

Form 2 must be completed if the facility/agency or Real Property Owner is owned/operated by a trust. Please copy additional sheets if necessary.

For each beneficiary having an ownership interest of 10% or more in the trust, provide the information requested below:

This information is for: Licensee _____
 Real Property Owner _____

1. Name: _____
Address: _____
Telephone: _____
Beneficiary's percentage of ownership: _____
2. Name: _____
Address: _____
Telephone: _____
Beneficiary's percentage of ownership: _____
3. Name: _____
Address: _____
Telephone: _____
Beneficiary's percentage of ownership: _____
4. Name: _____
Address: _____
Telephone: _____
Beneficiary's percentage of ownership: _____
5. Name: _____
Address: _____
Telephone: _____
Beneficiary's percentage of ownership: _____
6. Name: _____
Address: _____
Telephone: _____
Beneficiary's percentage of ownership: _____



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
FACILITY LICENSING & INVESTIGATIONS SECTION

Attachment 3

FORM 3

FACILITY/AGENCY NAME: _____

Form 3 must be completed if the facility/agency or Real Property Owner is owned/operated by a corporation (profit or non-profit). Please copy additional sheets if necessary.

For each stockholder with a 10% or greater ownership interest in the Licensee, provide the information requested below. If no owner owns 10% or more of the total shares, please indicate the two largest stockholders. **Please complete a separate form for each legal entity listed below that is not an individual.**

This information is for: Licensee _____
 Real Property Owner _____

1. Name: _____
Address: _____
Telephone: _____
Stockholder's percentage of ownership: _____
Stockholder's occupation with the owner: _____
2. Name: _____
Address: _____
Telephone: _____
Stockholder's percentage of ownership: _____
Stockholder's occupation with the owner: _____
3. Name: _____
Address: _____
Telephone: _____
Stockholder's percentage of ownership: _____
Stockholder's occupation with the owner: _____
4. Name: _____
Address: _____
Telephone: _____
Stockholder's percentage of ownership: _____
Stockholder's occupation with the owner: _____

Department of Public Safety
Division of Fire, Emergency & Building Services
Office of State Fire Marshal



STATE OF CONNECTICUT

On (date) _____, the (Town/City) _____ Office of the Fire Marshal conducted at inspection of (name of facility) _____ located at (address) _____ in the City/Town of _____ to determine the degree of compliance with the fire safety requirements of Connecticut General Statutes 541 as authorized by Section 29-305 of the statutes. This facility was evaluated as a (new/existing) _____ (occupancy classification) _____ as classified by the *CONNECTICUT FIRE SAFETY CODE*. As a result of this inspection, the following conditions were found:

- I. At the time of inspection, no code violations were identified. **Certificate of approval recommended.**
- II. At the time of inspection, conditions were discovered to be contrary to the minimum requirements of these codes. An acceptable plan of correction was submitted. (See attached information) **Certificate of approval recommended.**
- III. At the time of inspection, conditions were discovered to be contrary to the minimum requirements of these codes. No approved plan of correction was submitted. (See attached information) **Certificate of approval NOT recommended.**
- IV. Based on the extreme hazard to public safety discovered at the time of this inspection, this office is currently seeking an injunction from the court through our Town/City Attorney for the purpose of closing or restricting usage of this facility by the public. (See attached information) **Certificate of approval NOT recommended.**

Fire Marshal

Date

City or Town: _____



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
 FACILITY LICENSING & INVESTIGATIONS SECTION

LICENSURE APPLICATION - ADDITIONAL INFORMATION REQUIRED

**OUTPATIENT CLINICS, WELL CHILD CLINICS AND
 FAMILY PLANNING CLINICS**

Please respond to all of the following questions:

1. _____
 Facility "d/b/a" (doing business as) Name

 Business Address City State Zip Code Telephone
2. Check the appropriate box/boxes describing the services to be provided by the clinic:

<input type="checkbox"/> Primary Care	<input type="checkbox"/> Family Planning
<input type="checkbox"/> Well Child Clinic	<input type="checkbox"/> Abortion Procedures
<input type="checkbox"/> Dental	
3. _____
 Administrator (Your name needs to appear as it is shown on your Professional License).
4. _____ _____
 Medical Director Dental Director (if applicable)
 (Your name needs to appear as it is shown on your Professional License).
5. Hours of Operation: _____
6. Please provide a list of services that will be provided.
7. **On initial application only**, submit a copy of the approval from the Office of Health Care Access to establish the clinic.
 Note: only those clinics which intend to provide primary care services are required to submit OHCA approval.

 Signature of Administrator

 Date Signed

Organization Name - _____

RFP Contact and Address - _____

Telephone #: _____

E-Mail: _____

REQUEST FOR PROPOSAL

PROJECT No. #: HHS 2013 – 20 – 5307



"HHS 2013 – 20 – 5307 RFP Operation of Medical Billing"

DEADLINE: 2:00 PM, Tuesday, December 11, 2012



PEDRO E. SEGARRA
Mayor

CITY OF HARTFORD
PROCUREMENT SERVICES UNIT
550 Main Street, Room 100
Hartford, Connecticut 06103
Telephone: (860) 757-9785
Fax: (860) 722-6607
www.hartford.gov

SAUNDRA KEE BORGES
Chief Operating Officer

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<u>""HHS 2013 – 20 – 5307 RFP Operation of Medical Billing""</u>		
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Required Attachments		
	<ul style="list-style-type: none">Attachment 1: Blank 2012 RFP Budget ModelAttachment 2: Job Descriptions/ Resumes & Organizational Chart	
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INVITATION TO RESPOND

Dear Sir/Madam:

The City of Hartford (the City) invites responses for:

RFR #: 5307	SOLICITATION DATE: November 7, 2012
SOLICITATION TITLE: <i>Operation of Medical Billing</i>	
SOLICITATION DESCRIPTION: The City of Hartford (the City) invites responses for <i>Operation of Medical Billing</i> .	
SITE LOCATION (If Applicable):	
RESPONSE DATE: Tuesday, December 11, 2012	RESPONSE TIME: 2:00 p.m.
DEPT. ASSIGNED CONTRACT #: HHS 2013-14	EST. COST OF CONSTRUCTION:

A PRE-BID / RESPONSE WEBINAR CONFERENCE HAS BEEN SCHEDULED FOR **Thursday, November 15, 2012 3:00 - 4:00** P.M.
Please E-Mail Livie Spearman with Contact Information for Registration prior to **Tuesday November 13, 2012** at speal001@hartford.gov .
Please submit all questions via www.bidsync.com prior to **Thursday, November 15, 2012 at 3:00 P.M.**
This pre-bid conference is: **Non-mandatory** (All prospective bidders are encouraged to attend to discuss specifications)

This solicitation contains the following sections:

Invitation to Respond

Table of Contents

Standard Instructions

Project Site Location – (for construction projects only)

Section 1 – Response Forms

1.1 Response Information & Signature Form

Contract Compliance

- Affirmative Action / Equal Employment Opportunity Requirements – See Section 3.6
- Surety Bond Requirements Bid Bond Performance & Payment Bonds
- Insurance Requirements – see exhibits below
- Set Aside – Ord. Section 2-660 MWBE Small Contractor
- City-Based Small Business Bid Preference – Ord. Section 2-661
- 15% Minority Utilization (City of Hartford Certified MWBE) – Ord. Section 2-682
- State of Connecticut DAS Prequalification (Public Construction Project > \$500,000)
- OSHA Compliance (Public Works Project > \$100,000)
- Wage Requirements – Complete & attach Wage Certification Form

1.2 Response Pricing

1.3 Statement of Qualifications

1.4 Subcontractor Information

Section 2 – Specifications/Scope of Services

- Special Instructions / Conditions included

Section 3 – General Information for Preparation and Delivery of a Response

Section 4 – Terms and Conditions / Labor Compliance

Exhibits

- 1008 Insurance Requirements
- Attachment One (1) 2013 Budget Model

Sincerely,

Susan Sheppard
Project Manager
smsheppard@hartford.gov

Companies interested in doing business with the City of Hartford are able to register and maintain their registration via the Internet at:
<https://www.bidsync.com/SupplierRegister?ac=register&posting=true&plan=0&reqtype=default&cmd=next&>



PEDRO E. SEGARRA
Mayor

CITY OF HARTFORD

PROCUREMENT SERVICES UNIT
550 Main Street, Room 100
Hartford, Connecticut 06103
Telephone: (860) 757-9785
FAX: (860) 722-6607
www.hartford.gov

SAUNDRA KEE BORGES
Chief Operating Officer

TENTATIVE ACTIVITY SCHEDULE

<u>DATE</u>	<u>ACTIVITY</u>
Thursday, November 15, 2012	Bidder's Webinar Conference @ 3:00 O'Clock P.M. EDT. For registration information please contact Livie Spearman; speal001@hartford.gov
Tuesday, December 11, 2012	Proposal Due Date for HHS 2013 – 20 – 5307 RFP Operation of Medical Billing
December 28, 2012	Notification of Preliminary Award
December 30, 2012	Contract Negotiation
January 1, 2013	Commencement of HHS 2013-20-5307

STANDARD INSTRUCTIONS:

- **Questions & Addenda**

- Questions related to this project must be submitted electronically on Bid Sync within seventy-two (72) hours in advance of the response submittal deadline. Responses to such questions will be posted electronically on Bid Sync within twenty-four (24) hours of the response submittal deadline. Respondents are responsible for obtaining all addenda related to this RFR and thus advised to check for any addenda a minimum of twenty-four (24) hours in advance of the response deadline.

- **Taxpayer's Identification Number**

- Respondents must provide their Taxpayer Identification number on the response form (Tax ID#). Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City.

- **Responsible Candidate**

- Respondent must not have any delinquent taxes or financial obligations due
- Respondent must execute an affidavit to comply with all federal and state requirements
- Respondent must be certified as an Equal Opportunity Employer

- **In addition to your hand delivered response, submit #**

6

hard-copies to:

- Hartford City Hall,
Procurement Services,
550 Main Street, Room 100,
Hartford, CT 06103



**Request for Response (RFR)
AFFIDAVIT**

STATE OF CONNECTICUT)

) ss. _____, 20__

COUNTY OF _____)

I, _____, being duly sworn, depose and say:
(insert name of authorized agent)

1. I am the _____ of _____ (the
(insert title) (insert name of company)
"Respondent") and am authorized on behalf of the Proposer to make this Affidavit.
2. I am over 18 years of age and understand the obligations of an oath.
3. There are no delinquent real and personal property taxes due the City of Hartford from the Respondent.
4. The Respondent is current on all monetary obligations due the City of Hartford.
5. The Respondent is currently in compliance with all applicable laws, regulations and ordinances of the United States, State of Connecticut and the City of Hartford.

(insert name of company)

By: _____

Name:

Title:

Subscribed and sworn to before me, _____, the undersigned officer

this _____ day of _____, 20__.

Notary Public

My Commission Expires:

**Section 1
RESPONSE FORMS**

Vendor Name -				
Trade Name -				
Address -				
Phone # -		FAX # -		E-Mail Address -
Contact Person -			Tax ID# -	
Delivery / Service Start Date:			# Calendar days after receipt of executed contract:	
Bid Surety - 10%	For electronic bonds enter bond number, otherwise check the appropriate box	Electronic Bond #	<input type="checkbox"/> Bond (hard copy)	<input type="checkbox"/> Cashiers / Certified Check
Cost of Performance Bond included in base bid (if applicable)			\$	Per thousand
EEO Certification Status (check one) See General Information for Preparing a Response paragraph 3.6.3			<input type="checkbox"/> Current & on file	<input type="checkbox"/> EEO form attached
DAS Prequalified Contractor? (non highway construction projects >\$500,000) http://das.ct.gov/cr1.aspx?page=10			<input type="checkbox"/> Certificate attached	<input type="checkbox"/> Update Statement attached
Insurance Agent Name			Phone #	
Insurance Agent Address				

1.1 RESPONSE INFORMATION & SIGNATURE FORM

Vendor acknowledges receipt of all addenda issued during the bidding period (if applicable) and understands that they are a part of the bidding documents.

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned hereby declares that no reason or persons other than those named herein are interested in this proposal, which is made without any connection with any other person or persons making any proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Hartford is directly or indirectly interested therein, or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of said City of Hartford.

The undersigned additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in City of Hartford, State of Connecticut or federally funded projects (Executive Order 12549).

The undersigned certifies under penalty of false statement that the information provided in this response is true.

Submitted by (<i>Signature</i>)		
Printed name and title		Date

(Authorized Agent of Company)

1.2 RESPONSE PRICING – PLEASE FOLLOW ATTACHMENT ONE (1) 2013 RFP BUDGET MODEL

HHS 2013 – 20 – 5307 RFP Operation of Medical Billing

Respondent Organization:	
Name of Authorized Officer of Respondent Organization:	
Signature of Officer of Respondent Organization:	Date:

1.3 STATEMENT OF QUALIFICATIONS

Please complete the following information.

Failure to respond to all items may result in the rejection of your response.

1. Number of years in business - D-U-N-S Number:

2. Number of personnel employed Part time - , Full time - ,

3. List at least one (1) to three (3) contracts of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.

4. DAS CONTRACTOR PREQUALIFICATION <i>(required for construction / infrastructure projects only)</i> DAS prequalified? <input type="checkbox"/> Yes <input type="checkbox"/> No	You certify that there has been no substantial change in your financial position or corporate structure since your most recent prequalification certificate was issued or renewed, other than those changes noted in the update statement (attached).	YES	NO
		<input type="checkbox"/>	<input type="checkbox"/>

5. ORGANIZATIONAL STRUCTURE OF BUSINESS ENTITY (select one)	<input type="checkbox"/> General partnership (GP)
	<input type="checkbox"/> Limited partnership (LP)
	<input type="checkbox"/> Limited liability corporation (LLC)
	<input type="checkbox"/> Limited liability partnership (LLP)
	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Individual doing business under a trade name (sole proprietor)
	<input type="checkbox"/> other (specify)

6. CITY OF HARTFORD TAX STATUS / OTHER FINANCIAL OBLIGATIONS	Hartford Businesses – All City of Hartford taxes & financial obligations (real, motor & personal property) are current and paid in full or subject to a current and approved payment plan. Please attach RFR Affidavit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Non-Hartford Businesses - All City of Hartford financial obligations are current and paid in full or subject to a current and approved payment plan. Please attach RFR Affidavit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE	Connecticut businesses - Are all required filings current with the Secretary of State and will the Secretary of State be able to issue a Certificate of Legal Existence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Out-of –State (foreign) businesses – Have you filed a Certificate of Authority / Application of Registration with the Connecticut Secretary of State? If so, submit a copy of your filing with your response. If not, submit a copy of your Certificate of Good Standing from your state of incorporation.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

8. Is your local organization an affiliate of a Parent company? If so, Indicate the principal place of business of the parent company and the name of agent for service.

Business Name	.				
Address	.				
City	.	State	.	Zip	.
Name of Agent	.				

9. List all Affiliated Businesses (attach additional sheets as necessary):

Business Name	Address	Ownership Interest %
.	.	.
.	.	.
.	.	.

10. Based on the organizational structure of your business, provide a current listing of all corporate officers, principals, general or managing partners, limited partners, managers and members. If sole proprietorship or general partnership, attach trade name certificate filed with the town clerks office.

11. Submit copies of all required business (trade & occupational) licenses with your response.

12. Your company may be asked to submit information relative to your company's financial statements and/or a Dun & Bradstreet report may be obtained prior to receiving an award. This information will be protected to the fullest extent required by law.

13. Additional information/documentation may be requested subsequent to your responding to this solicitation.

Additional information may be requested subsequent to your responding to this bid request.

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REQUEST FOR PROPOSALS
HHS 2013 – 20 – 5307 RFP Operation of Medical Billing

II. GENERAL INFORMATION

A. INTRODUCTION

The City of Hartford (COH) will solicit proposals for the “Operation of Medical Billing” to develop and maintain a system of billing and reimbursement for vaccines and clinical services provided by the COH. The contract that is issued from this RFP is subject to statutory authorization and available funding. The City of Hartford will only enter into services with awarded Contractor(s) who will be required to assume full responsibility for services provided by the contract.

Background

Seventy percent of U.S health departments do not bill private health insurance plans for immunizations or clinical services they provide. This failure to seek reimbursement for these services results in missed opportunities to generate significant revenue that could be used to finance other health department initiatives. The COH seeks to generate revenue from billing for vaccines and clinical services provided to the community that traditionally were provided without regard to collecting payment. With Health Care Reform and reductions in funding it is essential that the potential to create a sustainable revenue stream be explored. Presently the COH does not have the capacity or a system in place for billing and coding. A program/system will need to be developed that provides billing, coding, credentialing, and policies in an efficient and cost effective manner.

Program Objectives

- 1). To provide a comprehensive assessment of the COH patient demographics including their insurance coverage, identifying codes and billable services, credentialing, and securing contracts with multiple payers (Medicare/Medicaid and third party payers.)
- 2). To develop policies related to fee schedules, billing practices & shared data bases Electronic Medical Record (EMR).
- 3). To identify an efficient, cost effective shared EMR based on the assessment of COH needs, which would include Health and Human Services, the Sexually Transmitted Disease Clinic, the Tuberculosis Clinic, Dental clinics, and the School Based Health Clinics.
- 4). To develop a cost effective billing infrastructure utilizing existing resources.
- 5). To provide staff training and education in all aspects of the implementation of the Medical Billing Structure.
- 6). To provide ongoing evaluations of reimbursement and workflow.

Purpose

The purpose is to develop a comprehensive, efficient, cost effective process to generate revenue for the immunizations and clinical services provided to the COH clients. It will require an assessment and recommendations based on the COH existing structure; what will be required including time frame, costs, equipment, and staff training needs.

Responsibilities of the COH

The COH will provide the necessary patient and insurance information to the Contractor.
The COH will comply with all Federal, State, and local laws, rules and regulations as applicable to the services being contracted for.

B. SERVICES PROVIDED BY THE CONTRACTOR

1. Throughout the term of this contract, the Contractor and/or its subcontractors will be required to assume responsibility for all services offered in the proposal whether or not she or he provides them.
2. The Contractor shall provide services for the following locations during the standard hours of operation listed: City of Hartford, Department of Health and Human Services, 131 Coventry Street Hartford, CT 06112, Monday-Friday 8:00a.m. to 5:00 p.m. with flexibility as needed and the Hartford Board of Education Department, at various sites throughout the city.
3. The Contractor must have the capability to evaluate the reimbursement and regulatory impact of any recommended changes of electronic billing, collection, and EMR. The Contractor must include a detailed description of its own organizational compliance program, including all Quality Assurance mechanisms, and the extent to which that program adheres to the OIG Compliance Program Guidance for Third-Party Medical Billing Companies.
4. The Contractor will provide an assessment of the COH medical records to determine appropriate codes be assigned based on the clinical documentation/service provided; whether the documentation is sufficient for complete coding and whether coding guidelines are followed. Upon completion of the medical record review the contractor will calculate impact and reimbursement implications for the COH.
5. After assessment of the patient demographics including insurance providers, the Contractor will assist in securing contracts with multiple payers and the credentialing of staff.
6. The Contractor will develop/identify policies related to fee schedules, billing practices and shared data bases (EMR) while maintaining the HIPAA.
7. The Contractor will identify an efficient, cost effective, Electronic Medical Record that meets the needs of the COH clinic's needs.
8. The Contractor will provide ongoing training and education to the COH personnel in all aspects of the Medical Billing process.
9. The Contractor will provide ongoing evaluation of the Medical Billing process, reimbursement, and workflow to identify changes to improve the efficiency and reimbursement impact for the COH.
10. The COH has the right to approve the Contractors' personnel assigned to the project. Due to the importance of accurate billing and coding, the Contractor personnel assigned to the project must demonstrate proven success on similar projects.
11. The Contractor must submit references and project outcomes from other facilities, including timeliness of completion and achievement of improvements. The proposal should provide detailed information regarding cost, timeliness, and financial outcomes on a range of prior projects.

C. PROGRAMMATIC/STATISTICAL REPORTING

1. The Contractor will provide monthly reports to the Finance Department detailing findings, financial impacts and reasons for any proposed changes. Resources for identifying risk areas should include but are not limited to: OIG work plan, claim denials, focused Medical Reviews, and Compliance Committee recommendations.
2. Monthly finance, billing, receivable and aging reports as stated herein;
 - a). collections profiles for each month,
 - b). status of all accounts,
 - c). aging report,
 - d). monthly detail for current month reports,
 - e). transport log,
 - f). Month end information for Finance
 - g). Monthly write off reports
 - h). Refund reports
 - i). HIPAA Records release reports
 - j). Daily Payment logs with deposit confirmation
 - k). Month end payment logs
3. The Contractor will comply with policies and procedures developed by COH in response to the improvement of the department and the privacy act of HIPAA. The agency will enter into a business associates agreement with COH to insure all HIPAA policies are adhered to. Any violations of HIPAA by the contractor will be grounds to terminate all contractual agreements.
4. The Contractor will comply with HIPAA regarding protected health information(PHI) and guardian of all record sets and will maintain any and all documentation records and patient information in a safe and secure manner allowing inspection and/or audit by the COH.

D. AVAILABILITY OF FUNDS

This program is 100% Grant Funded. The City of Hartford is not obligated to fund this program upon termination of present program funding. The Independent Cost Estimate for this program shall not exceed \$ 100,000.00

All of the awards to this RFP shall be made available through the submission of this single RFP.

All totals are subject to change based upon factors including:

- (1) The rating of the proposal by reviewer;
- (2) Costs to fulfill proposed services;
- (3) past performance and contractual compliance of similar services.

The proposed services in the proposal can be a continuation or expansion of an existing project or a new project. These dollars cannot be used to supplant existing services. Please note that funds are not guaranteed beyond the noted fiscal year. The provider must assure a process of continuation or ability to phase out its services (at the sole cost to the provider) beyond the financial support of the City of Hartford funded resources in the noted fiscal year.

E. CONTRACT PERIOD

The term of the budget base year is January 1, 2013 through September 30, 2013.
The contract term for this RFP is January 1, 2013 through September 30, 2013.

Selected respondents will be authorized to begin projects or services upon execution of a Letter of Agreement and/or issuance of a Purchase Order. The City reserves the right to negotiate schedules for services. Prospective contractors shall schedule to begin services no earlier than January 1, 2013 without **prior written authorization** from the City.

F. SPECIAL POPULATIONS & CULTURAL COMPETENCY

Providers must demonstrate a capacity to serve COH clients from a geographic area beyond that of a local neighborhood area, and be sensitive to the cultural/ethnic diversities of the targeted population in language appropriateness and cultural competency.

G. CONFIDENTIALITY & GRIEVANCE POLICY

For individuals that participate in all COH Programs a central concern is privacy. Every state has laws protecting the privacy of records and many have specific statues providing broad confidentiality. All respondents must explain their system of safeguarding the confidentiality of the COH clients.

H. PRICING

This is a firm fixed price contract. No additional markup will be allowed on any piece of rental equipment, subcontracted labor, or materials provided under this contract.

The contractor shall not charge for equipment items not listed in the Award Schedule without prior written approval from the City of Hartford and/or Representative. Requests for approval of supplemental unit prices shall be made in writing to the City of Hartford and/or Representative and shall be accompanied by such additional information as the City of Hartford and/or Representative will require to enable evaluation of the contractor's request.

III. DETERMINATION OF AWARD

A. REVIEW PROCESS & PROPOSAL SCORE

The method of award is competitive based on the following interdisciplinary factors:

- ✓ *Overall Rating of Proposal (see evaluation criteria noted below)*
- ✓ *Cost*

An independent review panel will score the proposals with program staff's participation during full panel discussion to verify accuracy of information, clarify concerns, and address questions raised by the reviewers. The program staff will also take primary responsibility to score the budget sections of the proposal. Allocation of these funds will be made in a fair, competitive and equitable manner, which does not discriminate on the basis of race, color, creed, disability, national origin, gender, or sexual orientation or religion.

B. EVALUATION CRITERIA

Evaluation criteria includes accurate response to RFP, relevant experience, quality of products and services, and competitive cost

The following criteria will be used, to evaluate successful respondents:

- 1) Respondent's technical understanding of the City's needs as evidenced by the quality and completeness of the proposal submitted. Projects shall not be limited as to location, but site(s) must be appropriate for the activity described. Respondent's specific qualifications to provide services proposed, including training, education, qualifications and experience of the organization and/or staff and ability to communicate with City staff. Adequate and appropriate staffing levels are demonstrated for the program.
- 2) Cost effectiveness of the proposal. Preference may be given to proposals that utilize in-kind contributions, volunteer staff and/or have solicited other non-city monies to enhance the project. Ability of respondent to provide and pay for required materials and other costs prior to reimbursement by the City. Funds shall be used to provide for COH projects.
- 3) Respondent's background and experience in providing similar services, either for the City or elsewhere. Respondent's track record in providing previous programs for the City will be carefully evaluated. A record of late submission of project and financial reports may negatively impact this evaluation. Respondent's references attesting to the quality of services performed and/or demonstrated ability of respondent
- 4) Proximity
- 5) The firm's responsiveness and compliance with the RFP requirements and conditions.
- 6) Determination that the selected Operator has no contractual relationships which would result in a conflict of interest to the City's contract.
- 7) Applicants are required to submit evidence of current financial status; please include the most recent IRS letter of determination.

Proposals in response to this RFP will be reviewed against the criteria listed above, and award of contract shall be made in accordance with standard purchasing procedures.

C. CONTRACTUAL COMPLIANCE

Performance scores will be determined by the program staff as a means to monitor and document the provider's ability to successfully respond and adhere to the following:

- ✓ Ability to meet contractual compliance of current fiscal year
- ✓ Ability to apply and adhere to standards
- ✓ Participation in outcomes/evaluation
- ✓ Monitor Quality Management and Fiscal activities
- ✓ Ability to conduct quality assurance activities.

D. THERE WILL BE PRE-PROPOSAL CONFERENCE

For the benefit of those wishing to submit proposals, the COH will conduct a pre-proposal conference to allow prospective respondents to ask questions regarding this RFP. Please submit all questions via www.bidsysnc.com prior to Thursday, November 15, 2012 at 3:00 P.M.,

The pre-proposal webinar conference call is scheduled for Thursday, November 15, 2012 at 3:00 P.M., Providers shall please E-Mail Livie Spearman @ speal001@hartford.gov for registration information no later than Tuesday, November 13, 2012.

IV. PROPOSAL GUIDANCE

A. HOW TO PREPARE THE PROPOSAL

Submit Proposal as Follows:

- 1) One (1) complete original, ink-signed proposal and five (5) copies;
- 2) PROPOSALS MUST BE TYPED.
The Actual Page Limitation Shall Be Twenty-Five (25) Pages
- 3) Please note that attachments are not part of page limits & must be included at end of proposal unless directed otherwise.
- 4) No original material should be submitted. All proposal submissions & materials become property of the City and will not be returned.
- 5) All Proposals must be signed by the firm's authorized official submitting the Proposal.
The proposal must also provide Name, Title, Address, E-Mail, Telephone & FAX numbers for:
 - a) the individual with authority to negotiate and contractually bind the organization, and
 - b) for those who may be contacted for the purpose of clarifying the information provided therein.

1. PROGRAM DESCRIPTION = Single-Spaced, Maximum Two (2) Pages = Ten (10) Points:

Abstract must include a brief description of the following:

- a. Proposed scope of services;
- b. Needs to be addressed;
- c. Your plan to implement the program – an outline of tasks & deliverables

2. ORGANIZATIONAL CAPACITY = Thirty (30) Points:

- a. Describe the organization's capacity to provide an efficient, cost effective Medical Billing program, provide staff credentialing, and the ability to secure contracts with multiple payers. Briefly describe the proposed program staff (as compared to current program staff), their roles and responsibilities, credentials, and training requirements.
- b. Describe the organization's capacity to take the program from current structure and services to proposed structure and services including services provided by the organization within and outside of the facility and services to be provided by third parties within and outside of the facility.
- c. Describe the organizations policies related to fee schedules, billing practices, and shared data bases (EMR), including HIPAA.
- d. What agencies/companies if any do you currently collaborate with to provide the services? Briefly describe current and/or proposed third party payers, or other financial resources your organization can bring to the program.
- e. Describe how the organization determines an appropriate billing system, EMR, and infrastructure that will meet the needs of the COH.
- f. Describe the organizations evaluation process of the Medical Billing System, include cost analysis, workflow patterns, staffing requirements and reporting structures.

3. SERVICE HISTORY & PERFORMANCE = Twenty (20) Points:

Present an overview of your agency's prior experience providing;

- a. Services in a brief narrative format.

Note particularly projects that required:

- i) working with organizations without previous billing structure or capacity;
- ii) working with public-private partnership projects;

- b. Document recent history (two years to present) of services provided by your agency that:

- Included a complete onsite billing structure along with an EMR? Explain
- Included a mixed onsite/offsite billing web based structure? Explain
- Outsourced the entire Medical Billing service including; insurance eligibility, coding, billing, credentialing, and securing contracts with multiple payers? Explain
- Included on site staff training and provides ongoing technical support? Explain
- Included financial/revenue outcomes? Explain

- c. Document recent history (two (2) years to present) of the organization's ability to deliver services for a Public Health entity.

4. CERTIFICATIONS AND LICENSES = Ten (10) Points:

- a. Copy of Business License.
- b. Copy of Organization's Certification(s)
- c. Copy of ALL individual certifications, all professionals working under this proposal & contract.
- d. List of all subcontractors and/or laboratories utilized by Organization.
- e. Board of Directors

Note: Submit names, addresses, terms and occupations of the Respondent's Board of Directors, as an attachment.

5. **PROGRAM OBJECTIVES, QUALITY MANAGEMENT AND IMPROVEMENT = Fifteen (15) Points:**

a. **Program Measures**

- i) How will you measure success?
- ii) What are your measurable objectives and how will they be measured?.
- iii) Write a narrative how objectives will be achieved.
- iv) Are there established ***Outcome Goals and Indicators*** for the contracted services?

b. **Program Quality Management and Improvement**

i. **Quality Management Plan**

A Quality Management Plan must be submitted that includes improvements in the delivery of services. These improvements shall be briefly referenced and defined in narrative format. Respondents may propose a goal based on current benchmarks.

ii. **Quality Improvement Plan**

Describe your Quality Improvement Plan for improving the services you deliver.

c. **BUDGET CONTENTS = Fifteen (15) Points (See Attachment One (1))**

(Budget attachments will not be counted towards the page limit)

Please note: The budget period should cover nine (9) months

- i. Please describe to the fullest extent possible cost effective ways in which you will ensure that high quality services are delivered.
- ii. In addition, attach a brief budget justification to budget showing
 - a) roles and responsibilities of each individual and/or subcontractor charged to the program; and
 - b) justification for any other items in the budget not already sufficiently detailed on the budget form.
- iii. Identify key staff in the organization and in any sub-contractor's organization that will be responsible for direct service and administration of the project. Include:
 - a. updated position (job) descriptions
 - b. résumés
 - c. relevant licenses and credentials
 - d. a current organizational chart
- iv. List equipment required (EMR/data base, coding books).
- v. Based on requirements of this RFP, meetings, and quality checks may be necessary.
- vi. Identify and list any anticipated costs that are not covered.
- vii. It is expected that Fringe Benefits, General, Overhead and Administrative Costs (*Percentage (%) Rates*) are included in the hourly rate for labor. It will be assumed that all contingencies and/or anticipated escalations are included. However, in the sample project estimate, please state what the Percentage Rates are and what they consist of (*i.e., FICA, Insurances, Workman's Compensation, etc.*). The above information will form the basis of negotiations for project costs.
- viii. At any time during normal business hours, and as often as the City deems as necessary, the Provider shall make available to the City, for examination, all records and bookkeeping with respect to all matters covered by this Agreement.

B. **PROPOSAL DEADLINE**

The deadline for submitting this proposal is Tuesday, December 11, 2012 no later than 2:00 P.M.

Kindly submit all documents and attachments to:

Susan Sheppard, Project Manager
City of Hartford – Procurement Services
550 Main Street, Room 100, Hartford, CT 06103

V. FUNDING EXCLUSIONS & RESTRICTIONS

A. GENERAL INFORMATION:

1. Funds may not be used to purchase or improve land, or to purchase, construct or make permanent improvements to any building.
2. All equipment and products purchased with funds should be American-made, and options of leasing versus purchasing should be equally considered.
3. Funds may not be used to make direct payments to recipients of services.
4. Funds may not be used to provide items or services for which payment has already been made or can reasonably be expected to be made by third-party payer, Applicants are reminded that this funding is auditable, and therefore must be carefully documented in the year-end program report.
5. No funds will be allowed for carry over beyond the period described, due to funding restrictions by the funding sources. Funds may be reallocated to assure that all dollars are spent by the end of the Fiscal Year.
6. Funding cannot be used to fund a phase-out of services in the event that funds are not awarded for said services. The proposal must include a plan for phase out or continuation of the services or programs, at the sole cost to the agency, which does not include the use of these funds for such activities.

B. CITY OPTIONS:

1. The City may, at its sole and absolute discretion, reject any or parts of any and all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. Also, the determination or the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City.
2. The City may, at its sole and absolute discretion, reassess the need for an overflow shelter for women and children and convert the use of award money from emergency shelter to use solely for Rapid Re-Housing services should the need for over flow shelter diminish.
3. The submission of an proposal will be considered by the City as constituting a firm offer by the applicant to perform the required services at the stated fees. The City intends to negotiate and contract an agreement with the selected, most responsible respondents whose proposals are determined to be in the best interests of the City.
4. Modifications to a proposal after the submission date will not be accepted, unless otherwise requested by the City to negotiate changes to proposal terms and to waive minor inconsistencies with the RFP.
4. Proposals in response to this RFP will be reviewed against the criteria listed, and award of the contract shall be made in accordance with standard procurement procedures. A Selection Committee may assist the Procurement Division in selecting providers of the requested services and may subsequently choose to negotiate with a successful applicant to provide said service as part of their continuum service delivery.

C. OTHER CONTRACTUAL:

Other contractual matters such as termination issues, confidentiality, non-discrimination and liability shall follow the City of Hartford's obligations. Failure of a selected applicant to execute a contract within ninety (90) days from notice of award may result in the applicant forfeiting its award, unless otherwise specified by the City.

The Provider, by way of contract with the City of Hartford, must also agree to indemnify and hold harmless the City of Hartford from any and all liability, which may arise as a result or in connection with the services, provided pursuant to the agreement. The contract may also contain other provisions, as may be reasonably required by the City of Hartford.

In addition, the Provider agrees to establish and maintain accounting and record keeping procedures and issue such reports as may be required by the City of Hartford.

Should the Provider, at any time during the contract period, be audited by any branch of the federal, state or another local government and made to reimburse said branch; the Provider will be solely responsible for covering the reimbursed amount. Under no circumstances can City of Hartford funds be use to reimburse the federal government or any branch thereof.

PROPOSAL CHECKLIST

The outline below provides a checklist to ensure that all required information is included with the proposal. Applicants should follow the outline to organize and present the information required.

- I. **Project Cover Sheet**
- II. **Response Forms including Funding Request Summary (Section 1)**
- III. **Table of Contents**
- IV. **Outline and Budget Text of the Proposal**
 - Abstract
 - Organizational Capacity & Commitment
 - Service History & Performance
 - Service Need
 - Program Contents
 - Budget Contents
- V. **Required Attachments/Assurances**
 - Attachment 1: Blank 2013 RFP Budget Model
 - Attachment 2: Job Descriptions/ Resumes & Organizational Chart

ATTACHMENT ONE (1)

2013 RFP Budget Model



PEDRO E. SEGARRA
Mayor

CITY OF HARTFORD

DEPARTMENT OF HEALTH AND HUMAN SERVICES

131 Coventry Street

Hartford, Connecticut 06112

VOX: (860) 757-4700

FAX: (860) 722-6851

http://www.hartford.gov/Human_services/default.htm



RAUL PINO MD MPH
Director

ATTACHMENT TWO (2)

Job Descriptions/Resumes/Licenses & Organizational Chart

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SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 06/04/12

Definitions:

Request for Response (RFR) refers to any form of solicitation the City may use, such as a Request for Bids (RFB), Request for Proposal (RFP), Request for Information (RFI) or Request for Quotation (RFQ).

Candidate or Respondent refers to an individual or company who is considering or has submitted a response to a solicitation. This is also commonly referred to as “bidder.”

City refers to the City of Hartford, the Hartford Public Schools and any other governmental entity participating in the RFR process and/or resulting award(s).

Provider refers to the Candidate or Candidates who receive an award and who enter into a contract with the City.

TABLE OF CONTENTS

3.1	How to Respond
3.2	Questions & Addenda
3.3	Qualifications of Candidates Offering a Response
3.4	Obligations of the Candidate
3.5	Non-Discrimination
3.6	Affirmative Action Requirements
3.7	Response Development
3.8	Time Provisions
3.9	Correction or Withdrawal of Responses, Cancellation of Awards
3.10	Quantities and/or Usages
3.11	Acceptable Brands
3.12	Samples
3.13	Site Inspection
3.14	Contracting
3.15	Contract Documents
3.16	Retainage <i>(Construction/Infrastructure projects only)</i>
3.17	Insurance
3.18	Bid Bonds
3.19	Performance and Payment Bonds
3.20	Prevailing Wages <i>(Construction/Infrastructure projects only)</i>
3.21	Subcontractors
3.22	Minority Business Utilization Commitment <i>(Construction/Infrastructure projects only)</i>
3.23	Set-Aside Program
3.24	City-Based Small Contractor Preference
3.25	Criteria for Award
3.26	Notice of Award
3.27	Performance Evaluation

3.1 HOW TO RESPOND: Supply the required information on and along with the response forms. An officer or explicit agent of your organization must sign the response form and any supplementary proposal document.

If this request has a "Specification Offered" column opposite the specifications, complete as follows and return these pages with your pricing sheet(s):

In the "specification offered" column type in:

- a) "As specified"
- b) "Exceeds specifications" - Identify what exceeds the specification and why
- c) "Exception to specifications" - Identify the substitute and define its effect

Failure to follow these guidelines may be just cause for rejection of the response.

3.2 QUESTIONS & ADDENDA: Questions related to this project must be received in writing 72 hours in advance of the response submittal deadline. Written questions must be sent via email to the buyer whose name appears on the invitation to respond. Responses shall be in writing and posted in the form of an addendum. Candidates are responsible for obtaining all addenda related to this RFR and thus advised to check for any addenda a minimum of twenty-four hours in advance of the response deadline.

The bids submitted for the work must be based upon the text of this document including the Standard instructions, Special Instructions, Specifications, all Addenda, and any referenced plans, and no oral or informal statement or representation by any representative or employee of the City of Hartford or the Architect shall be considered an amendment to or waiver of any statements in or requirement of such bidding or proposed contract documents and no claim or right of action shall accrue in favor of any respondent as a result of or founded on such oral or informal statements or representations. The City or its agents shall not be responsible for any oral instructions or interpretations given to a Candidate.

Note: All communications related to this project are to be directed to buyer noted on the invitation to respond. Candidates found to be communicating with City or School staff outside of the Procurement Services Unit will have their response rejected.

3.3 QUALIFICATIONS OF CANDIDATES OFFERING A RESPONSE: The City may make such investigations as deemed necessary to determine the ability of the Candidate to perform the work and the degree to which any Candidate meets the criteria for award listed herein. Each Candidate agrees to furnish the City any additional information requested.

3.4 OBLIGATIONS OF THE CANDIDATE: At the time of the opening of proposals, each Candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project, item or service. A plea of mistake in the accepted response shall not be available to the Candidate for the recovery of the bid surety or as a defense to any action based upon an accepted response.

3.5 NON-DISCRIMINATION: The candidate agrees and warrants that in the performance of the contract such candidate will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental or physical disability, in any manner prohibited by the laws of the United States or of the State of Connecticut.

3.6 AFFIRMATIVE ACTION REQUIREMENTS:

3.6.1 No Contract or Purchase Order, regardless of how procured, shall be awarded to any Person or Candidate that is not an equal opportunity employer. The successful respondent, as a condition of being awarded this contract shall agree to comply with all contractual Equal Employment Opportunity/Affirmative Action performance requirements as outlined herein.

3.6.2 The successful respondent, as a requirement of final contract execution will additionally agree to comply with the following provisions:

- a. Submit a report of current company employment statistics on the EEO Certification Form and a copy of the company Affirmative Action / Equal Employment Opportunity Policy Statement, properly signed by Company official on company letterhead, in accordance with paragraph 3.6.3 below.
- b. Sign and submit the document entitled "Hartford Affirmative Action Plan / Equal Employment Opportunity Agreement and Affidavit". (*Construction/Infrastructure projects only*)

3.6.3 Candidate's EEO Report: As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. Submit completed EEO Certification forms and EEO Policy Statement with your response. To check the current status of your EEO certification contact Aileen Ortiz at 860.757.9784, fax 860.722.6607 or email: ORTIA005@hartford.gov.

3.6.4 The candidate agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated, when employed, without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental or physical disability. The advertisement of employment opportunities shall be carried out in such manner as not to restrict such employment.

3.6.5 The successful respondent shall agree that neither he/she nor any subcontractors will discharge, expel or otherwise discriminate against any person because he/she has opposed any unfair employment practice or because he/she has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General State Statutes.

3.6.6 *(Construction/Infrastructure projects only)* During the Performance of this contract, the contractor agrees to permit authorized City of Hartford staff to perform on-site project monitoring related to the contractual equal employment opportunity/affirmative action performance requirements. The prime contractor additionally agrees on behalf of his/her company and all subcontractors to submit the following compliance reports, available at <http://purchasing.hartford.gov>, while performing under this contract:

- a. Payroll Certification Form within 10 working days of end of reporting month
- b. Minority/Women Business Enterprise (MWBE) Monthly Payment Status Reports
- c. Minority/Women Business Enterprise (MWBE) Final Payment Status Reports
- d. Monthly Employment Utilization Report
 1. Minimum of 15% of the total project hours by trade shall be allocated to minority workers.
 2. Hartford resident employment goal of 30% by trade.
- e. Status reports as to special training and/or employment residency requirements

3.6.7 The successful respondent further agrees that the requirements as noted in paragraphs 3.5 and 3.6 shall likewise apply to all construction sub-contractors.

3.7 RESPONSE DEVELOPMENT: Candidates are responsible for all costs and expenses incurred in the preparation of a response and for any subsequent work on the response that is required by the City of Hartford. Any submittal is the property of the City of Hartford and will not be returned.

3.8 TIME PROVISIONS: The content of any response submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

3.9 CORRECTION OR WITHDRAWAL OF RESPONSES, CANCELLATION OF AWARDS. Correction or withdrawal of inadvertently erroneous bids, including corrections to pricing must be submitted to the Procurement Agent prior to the bid response deadline. Corrections before or after award, or cancellation of awards of Contracts or Purchase Orders based on such mistakes, may also be permitted with the approval, in writing, of the Procurement Agent, otherwise withdrawal of bid by respondent shall be cause for forfeiture of bid surety to the City.

3.10 QUANTITIES AND/OR USAGES: Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery locations may vary. The City reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFR.

3.11 ACCEPTABLE BRANDS: The RFR specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality, unless specifically limited by the term "no substitute", otherwise brand names used within these specifications shall be presumed to be followed by the words "or approved equal". Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the Provider. Final determination as to what is an "or equal" product will be made by the Procurement Agent in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.12 SAMPLES: Samples are furnished free of charge and may be held for comparison with deliveries. Candidate must arrange for their return if desired. Samples are assumed to meet, at a minimum, City specifications for quality. All deliveries shall have at least the same quality as the accepted proposal sample. Latent deficiencies will be remedied by the contractor at no additional cost, or loss of service, to the City.

3.13 SITE INSPECTION: Information contained in these documents is provided in good faith only that all Candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgment of the Candidate. As information may be approximated or incomplete, Candidates should conduct a thorough inspection, review of existing conditions/equipment, examination of the site and compare it to the specifications and drawings. Any discrepancies or needs for clarifications must be brought to the attention of the department managing the RFR prior to the bid opening.

Pre-bid / Response conferences are noted on the invitation to respond. Submission of a bid shall be evidence that respondent has examined the site, compared it with the drawings and specifications and satisfied itself of the conditions existing at the site, the storage and handling of materials, and all other matters incidental to the work under this contract. No additional compensation will be allowed for difficulties which the respondent could have discovered or reasonably anticipated prior to bidding.

3.14 CONTRACTING: The City reserves the right to require the successful Candidate to execute a contract in a format supplied by the City. The terms and conditions of the contract to be signed upon the award of the RFR will supersede any inconsistent provision of the RFR documents.

The award of any contract is subject to the following conditions and contingencies:

- (1) The approval of such governmental agencies as may be required by law.
- (2) The appropriation of adequate funds by the proper agencies.
- (3) Compliance with all applicable laws, regulations, ordinances and codes of the United States, the State of Connecticut and the City of Hartford.
- (4) The selected Candidate must be current in all tax or any other monetary obligation owed to the City of Hartford.
- (5) The selected Candidate must have a current EEO certification on file with the City.

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, Contract terms may be negotiated on award anniversaries. City Ordinance Sec 2-588 (C) allows for a maximum of three Contract extensions provided that the funds are available, approved by the City for this purpose and that the Provider has established a satisfactory performance record.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Managing Authority reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

3.15 CONTRACT DOCUMENTS: The Contract documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), this Request for Response (RFR) and its referenced documents, General and Supplementary Conditions, drawings, any Addenda issued, the Contractor's response to the RFR, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a Minor change in the Work issued by the Design Professional on behalf of the City; the Contract Documents do include other documents such as bidding requirements.

3.16 RETAINAGE (*Construction/Infrastructure projects only*): When progress payments are being made for items being built or designed, the City may withhold at least 5% of the total project cost, or as otherwise specified in the contract for this project.

3.17 INSURANCE: Refer to the exhibit noted on the Invitation to Respond for specific insurance requirements. List the name and address of the respondent's insurance agent on the response form. The successful candidate shall be required to furnish a Certificate of Insurance (Accord Form), acceptable to the City, within ten (10) days from notice of award and must name the City as an additional insured on the face of the document. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. If at any time during the term of the contract or any extension thereof, any required policies of insurance should renew, expire, or be cancelled, it will be the responsibility of the Provider to furnish to the City a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation, so that there will be no lapse in any coverage. The candidate shall obtain and maintain such required insurance at its own cost and expense.

3.18 BID BONDS: A Bid bond, cashiers or certified check may be required with your response. The City of Hartford provides contractors with the option of submitting an electronic Bid Bond through the Surety2000 website. Surety 2000 is an Internet-based surety processing, verification and security system, developed in cooperation with the surety industry. You may contact Surety 2000 at 1-800-660-3263 or www.surety2000.com, for more information.

Certified checks will be returned to all unsuccessful Candidates upon the awarding of the contract. If your response is not accompanied by a bond, certified check or proof that a valid bond has been obtained at the RFR opening it may be rejected.

If you manage a **small business** and have difficulty obtaining bonds help is available from the Small Business Administration (SBA) through "The Surety Bond Guarantee Program. For more information go to www.sba.gov, choose "Services." Then select "Financial Assistance" and click on "Surety Bond."

3.19 PERFORMANCE BOND AND PAYMENT BOND: If requested, the successful contractor will be required to submit a Performance Bond and Payment (Labor & Material) Bond in the amount of 100% of contract award within 10 days of award if the contract value exceeds \$50,000. Said bonds shall be issued by an insurance company and said surety companies must be listed on the current Federal Register, licensed in the State of Connecticut with an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk. Banks must have a branch office in Connecticut with insurance provided by the FDIC. The bonds must be signed by an officer of the company and of the surety company above their official titles and their corporate seals must be affixed over the signatures.

Indicate the cost for these bonds, to be added to the contract sum, on the response form.

3.20 PREVAILING WAGES (*Construction/Infrastructure projects only*): Pursuant to Section 2-559 (B), Required Provisions. Each Agreement for the construction, remodeling or repair of any Infrastructure Facilities shall contain both of the following provisions:

(1) "The wages paid to any mechanic, laborer or workman employed upon the work herein contracted to be done shall be at a rate equal to the prevailing wage rate in the State of Connecticut and or federal government, whichever is applicable, for the same work in the same trade or occupation."

(2) "Each contractor and subcontractor, or an authorized officer or employee, responsible for supervision of the payment of wages shall submit, on a weekly basis within seven (7) days after the regular payment date of the payroll period, to the Procurement Services Unit, a "Weekly Certified Statement of Compliance." Due and timely compliance with this provision shall be a condition precedent to the approval and transmittal of the next and succeeding payments by the city or its authorized officers or agents to the contractor under the terms of this agreement."

3.21 SUBCONTRACTORS: The respondent shall not subcontract any portion of the project to be performed unless the prior consent of the City is given for both the work to be subcontracted and the subcontractor to perform the same. The terms and conditions of the underlying contract between the City and Contractor will become part and parcel of the terms and conditions of each subcontract. Respondents are required to provide subcontractor information in the space provided in 1.4 "Subcontractor Utilization" of the response forms. Complete a separate form for the Base Bid and each Alternate. MWBE's must certified with the City of Hartford at the time of response submission.

3.22 MINORITY BUSINESS UTILIZATION (*Construction/Infrastructure projects only*): Respondents are required to set-aside for Minority Businesses 15% of the construction work. Respondents are encouraged to exceed the set-aside requirement specified. The City's Minority Business listing as further described in paragraph 3.23.3 shall be used by respondents in selecting minority business contractors.

The sum of all minority business subcontracts shall be equal to or greater than 15% regardless of how the bid is awarded (base only or base plus one or more alternates). Failure to comply with the required percentage of minority business utilization will be cause for rejection of bid.

3.22.1 City Certification Required

Respondents shall utilize Minority subcontractors who hold a current MWBE certificate with the City of Hartford at the time of response submission. Certifications by any other government entity shall not be sufficient to qualify the subcontractor to participate in the City of Hartford's minority business utilization preference program. In selecting its minority subcontractors, respondent is cautioned to seek documented proof that its subcontractors hold valid certification by the City. Failure to identify City certified Minority Business subcontractors will be cause for rejection of bid.

3.22.2 Percentage of Work to be Performed

Designated MWBE's shall perform at least 70% of the work with their own forces and as part of their own operations excluding the manufacture or purchase of proprietary products.

3.22.3 Minority Business Listing

A listing of Minority Businesses holding certification by the City of Hartford is available at <http://purchasing.hartford.gov> or in the Procurement Services Unit, Room 100, 550 Main Street, Hartford, CT 06103. The City's listing of minority businesses is comprised of companies whereby at least 51% of the company is owned and operated by one or more of the following group persons: Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Pacific Islanders, American Indians and descendants from the Iberian Peninsula. It should be understood that such listings are made available to assist respondents in satisfying bid requirements; however, respondent's selection of a subcontractor is its sole responsibility and all work performed under the contract shall be respondent's sole responsibility. The City does not sponsor or recommend the selection of any one vendor. Certification by the City of Hartford as a minority business does not imply that the business is qualified to perform the work specified in this bid. The City reserves the right to request alternate minority subcontractors for whatever reason.

3.22.4 Proof of Minority Business Utilization Required

Prior to execution of contract, the successful respondent shall be required to file with the City Engineer the actual form of subcontract with subcontractor(s) named in at least the minimum dollar value as stated in the "Subcontractor Utilization" form. The subcontract shall state the percentage of work which will be performed by the MWBE with its own forces and as part of its operation. Failure to comply with proof of subcontract within 10 days of notification may result in the rejection of bid and may be cause for forfeiture of respondents' bid surety. Further, the City reserves the right to monitor the performance and payment of such subcontracts; therefore, upon request by the City, the successful respondent shall be required to furnish proof of payment to its subcontractors. Failure to comply with such monitoring requirements within ten days of written request will result in withholding of payment to respondent.

3.22.5 Changes in Subcontractors after Award

The successful respondent may not change subcontractor(s) after the contract has been let unless and until it has received written approval from the City of Hartford. Any such approval shall be based upon a written request by the Contractor or City, which details performance and/or other issues related to the subcontractor(s).

3.23 SET-ASIDE PROGRAM: If this RFR is set-aside for award to a small, minority or women owned business enterprise you must receive a City of Hartford SC/MWBE certification prior to submission of bid response. This program is described in Sec. 2-660 of the Hartford Municipal Code.

3.24 CITY-BASED SMALL CONTRACTOR PREFERENCE: Any City-based SC/MWBE Certified Small Business which has submitted a bid not more than fifteen (15) percent higher than the low bid, provided such respondent agrees to accept the award at the amount of the low bid, shall be selected as the lowest responsible candidate. If more than one City-based SC/MWBE Certified Small Business has submitted bids not more than fifteen (15) percent higher than the low bid, the City shall select the lowest Responsible candidate among such respondents which submitted the lowest bid.

3.25 CRITERIA FOR AWARD: This Request for Response does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

3.26 NOTICE OF AWARD: The selected vendor will be provided with a written Notice of Award which shall be contingent upon the submission by the respondent of all documents required of the successful candidate, including, but not limited to, proper insurance certificates, performance and payment bonds, verification of MWBE percentage contribution to the work and execution of contract within 10 days of the notice of award.

3.27 PERFORMANCE EVALUATION: The Contractor understands that during the course of and at the conclusion of the project that the City will evaluate his/her overall performance. Based on information gathered from the City's project management team, the Procurement Agent will assess factors including, but not limited to, quality of work or service, completion record, job supervision, working relationship with other providers, bills for extras, organization, cooperation, worksite cleanliness and compliance with City MBE requirements. This evaluation will be considered in the issuance of future awards. The contractor further understands and agrees that this record will be available for public scrutiny for a minimum of two years.

END OF SECTION

SECTION 4
TERMS AND CONDITIONS
FOR
PROFESSIONAL AND CONSULTING SERVICES

Rev. 05/15/12

4.1. **SCOPE OF SERVICES:**

- a. As described in Section 2 – Project Specifications of the RFR and the Provider’s response.

4.2. **TERM OF CONTRACT:** - Reserve

4.3. **COMPENSATION:** - Reserve

4.4. **MANAGEMENT:** - Reserve

4.5. **INTENT:** It is the intent of the Contract to secure the services of the Provider or a duly authorized and competent representative or representatives of the Provider acceptable to the City. Failure of the Provider for any reason to make the service of such a person or persons available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of the Contract. All persons engaged in the work required under the Contract shall be authorized or permitted under State law and the ordinances of the City to perform such services, as required by law.

4.6. **LEGAL STATUS:** If the Provider is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings. Evidence acceptable by Procurement Manager must, when required, be filed with the Procurement Manager before performance of contract is started.

4.7. **INSURANCE REQUIREMENTS:** A certificate of insurance must be presented to the City in order for the Contract to take effect. The certificate must name the City as an additional insured on the face of the document and must bear the original signature of an authorized Agent for the Producer. All policies must be written on a "per occurrence" basis. The Provider is responsible for the cost of maintaining such insurance throughout the duration of the project. Insurance requirements are detailed in document #1009, Professional Services Insurance Requirements.

4.8. **TERMINATION:** The City may at any time, and for any reason, in its sole discretion, direct the discontinuance of the services and work contemplated under the Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the services hereunder for a period of time in excess of six (6) months, through no fault of the Provider, the parties may negotiate and adjustment in the fees payable hereunder due to a rise in the cost of performance. Stoppage of work under this article shall not give rise to any claim against the City.

The City may at any time and for any reason, with or without cause, in its sole discretion, terminate the Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Provider for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Provider, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

4.9. **EQUIPMENT FURNISHED:** - Reserve

4.10. **ASSIGNMENT:** The Provider shall not assign or subcontract the Contract or any of the services to be performed by it hereunder without prior consent of the City in writing. The Provider shall be as fully responsible to the City for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The Provider shall require any subcontractor approved by the City to agree in its contract to observe and be bound by all obligations and conditions of the Contract to which Provider is bound.

4.11. **REJECTED WORK OR MATERIALS:** - Reserve

4.12. **DEFAULT:** Any of the following occurrences or acts shall constitute an Event of Default under the Contract:

If default shall be made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Contractor set forth in the Contract; or

If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of the Contract; or

If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law; or

If any competent authority shall have determined that the Contractor is in default of any federal, state or local tax obligation.

Pursuant to a Resolution passed by the Court of Common Council on September 12, 1983, default on the part of any outstanding debt owed to the City by the Contractor shall be considered just cause for termination of the Contract. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

4.13. **FORCE MAJEURE:** - Reserve

- 4.14. **INDEMNIFICATION:** Provider shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of the Contract against any such agent, officer or employee.

A. The Provider will indemnify the City for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the contract or in failure to comply with any provisions of the contract.

B. The Provider expressly agrees to at all times indemnify, defend and save harmless the City of Hartford and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, infringement of patent rights, litigation, financial costs and expenses, including counsel fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Provider, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Provider shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation, including costs and attorneys fees. The provisions of this paragraph shall survive the expiration or early termination of the Contract and shall not be limited by reason of any insurance coverage.

- 4.15. **CONFLICT OF INTEREST:** No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in the Contract, and the Provider covenants that no person having such interest shall be employed in the performance of the Contract.

- 4.16. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION:**

The Contractor agrees to abide by the provisions of Section 2-680 et seq. of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Contractor shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to the Contract. The Contractor agrees to abide by the terms and conditions contained in the City of Hartford's Bidder's EEO Report.

- 4.17. **PERFORMANCE EVALUATION:** The Provider understands that during the course of and at the conclusion of the work that the City will evaluate its overall performance. Based on information gathered from the Managing Authority, the Procurement Manager will assess factors including, but not limited to, quality of work or service, completion record, job supervision, working relationship with other providers, bills for extras, organization, cooperation, worksite cleanliness, and compliance with City ordinances including W/MBE requirements. The Provider further understands and agrees that this record will be available for public scrutiny both in the project file and on the City's web site for a minimum of two years. The Provider will not contest the Procurement Manager's decision, which will be final.
- 4.18. **APPLICABLE LAW:** The Provider shall comply with and the Contract shall be construed in accordance with the laws regulations, ordinances and codes of the United States, the State of Connecticut, the Charter and Regulations of the City of Hartford.
- 4.19. **MEDIATION AND ARBITRATION:** In the event a dispute arises out of or relates to the Contract or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a single person selected by the parties. Any dispute arising in connection with the Contract, that is not resolved or settled through mediation as referenced above shall be settled by arbitration. The Provider and the City shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration shall be held in Hartford, Connecticut.
- 4.20. **AMENDMENTS:** The City may, from time to time, request changes in the scope of services to be performed by the Provider hereunder. Any such change, including any increase or decrease in the amount of the Provider's compensation, which are mutually agreed upon by and between the City and the Provider, shall be incorporated in a written amendment to the Contract.
- 4.21. **CONFLICTING TERMS:** The terms and conditions of the contract signed upon award of the bid will supersede any inconsistent provisions of the bidding documents.
- 4.22. **CUMULATIVE REMEDIES:** All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.
- 4.23. **SUCCESSORS & ASSIGNS:** The City and the Provider each binds itself and its successors and assigns with respect to all covenants of the Contract. The Provider shall not assign or transfer any interest in the Contract without the prior written approval of the City.
- 4.24. **INVALID PROVISIONS:** If any provision of the Contract is held invalid, the balance of the provisions of the Contract shall not be affected thereby if the balance of the provisions of the Contract would then continue to conform to the requirements of applicable laws.
- 4.25. **NON-WAIVER:** Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce or to seek to enforce any of the provisions of the Contract.

- 4.26. **INDEPENDENT PROVIDER:** Provider, including its' employees, is an independent Provider and shall not be regarded as an employee or agent of the City.
- 4.27. **SUBCONTRACTORS:** - Reserve
- 4.28. **ESTABLISHMENT AND MAINTENANCE OF RECORDS:** The Provider agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the City to the Provider under the Contract. The Provider agrees that all records with respect to all matters covered by the Contract shall be maintained during the term of the Contract, and for a minimum of three years following termination, including any renewal or extension.
- 4.29. **AUDITS:** At any time during normal business hours, and as often as may be deemed necessary, the Provider shall make available to the City, for examination, all records with respect to all matters covered by the Contract.
- 4.30. **REPORTS AND INFORMATION:** The Provider shall furnish the City with such information and reports concerning the progress and management of this work as may be required from time to time. The form of said reports shall be determined by the City consistent with the City's requirements.
- 4.31. **INSPECTION:** Reserve.
- 4.32. **SAFEGUARDING OF FUNDS:** Reserve.
- 4.33. **ADVERTISING:** Providers may not reference sales to the City of Hartford for advertising and promotional purposes without the prior approval of Procurement Services.
- 4.34. **LICENSES AND PERMITS** The Provider certifies that for the duration of contract performance, he shall have and provide proof of permits and licenses as required by the City of Hartford Department of Code Enforcement and/or other City, State or Federal regulatory bodies as applicable.
- 4.35. **PATENT INFRINGEMENT:** Reserve.
- 4.36. **DELIVERY AND INVOICING:** City's order number must be shown on all packages, invoices and correspondence.
- If services include the shipment of equipment, items or commodities -
 - Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment.
 - Delivery will be inside, FOB Hartford unless otherwise stated in the specifications.

- 4.37. **PAYMENT:** Payment will be made to the Provider within thirty (30) days after receipt by the City of acceptable invoice with appropriate supporting documentation. The acceptance, by the Provider or by any person claiming under the Provider, of the final payment as approved by the Director of Finance shall operate as and be a release to the City from all claims of and liability to the Provider and to the Provider's representatives and assigns for anything done, furnished for or relating to the contract or for any act or omission of the City or of any person relating to or affecting the contract except such sums as may be retained by the City under the maintenance or guarantee provisions of the Contract. The City shall have the right, during the course of the Provider's services and for a period of two years after completion of the services, to examine Provider's records to verify all direct charges, expenses and disbursements made or incurred by Provider in connection with the services.
- 4.38. **NON-APPROPRIATION OF FUNDS:** It is assumed that City departments that enter into a Contract with the Provider have obtained approval, authority and funding to make the initial payment(s) during the current fiscal year. The department's ability to make subsequent payments may be contingent upon the appropriation of funds by the relevant government entity or legislative authorities of funds for this purpose. If such additional funds are not so appropriated either the Provider or the City may terminate the Contract as of the first day of the applicable subsequent fiscal year in which such funds were not made available. The City agrees not to effect such termination for the sole purpose of replacing the work product with an equivalent product supplied by others.
- 4.39. **TAXES:** The City is exempt from Connecticut Sales Tax under G.S. Sect. 12-412(A), Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

In accordance with Chapter 2, Section 2-571(b) of the Municipal Code of the City of Hartford, the Provider must be current in all tax obligations to the City of Hartford. A Provider found to be delinquent in the payment of personal or real property taxes, or found to be the owner of an interest of twenty-five percent (25%) or more in a corporation that is delinquent in the payment of personal or real property taxes shall be required to submit a plan whereby the Provider will make current all arrearage of taxes. Such plan shall include a schedule of payments sufficient to make such Provider current within a time period satisfactory to the City's Operating Officer.

- 4.40. **WARRANTIES, GUARANTEES, & INSTRUCTIONS:** Reserve.
- 4.41. **OWNERSHIP OF PRINTED MATERIAL AND OTHER PRODUCTS:** The City of Hartford has sole and exclusive right and title to all printed material, art work and any other product produced for the City under contract. The original artwork and/or any plates or computer files used in preparing and completing the work shall be considered property of the City of Hartford whether supplied by or created for the City. All artwork and electronic files shall be returned with the completed job. The Provider shall not copyright any printed matter produced under the contract and shall be responsible for the safekeeping of all printing plates, returning them to the City upon request.
- 4.42. **SECURITY:** Reserve.
- 4.43. **HAZARDOUS WASTE:** Reserve
- 4.44. **NOTIFICATION:** Reserve

END OF SECTION

#



PEDRO E. SEGARRA
MAYOR

#

CITY OF HARTFORD
DEPARTMENT OF HEALTH AND HUMAN SERVICES
131 Coventry Street
Hartford, Connecticut 06112
P: (860) 757-4700
F: (860) 722-6851
www.hartford.gov



RAUL PINO
Director#

Addendum Solicitation 5307

Objectives:

To provide consulting services to determine the steps required to create and implement a cost effective, efficient billing structure for the City of Hartford (COH). This billing structure will need to be compatible with an Electronic Medical Record to be determined/chosen in the near future. The billing structure must be based on the volume of clients served by the Health and Human Services Department , the Hartford School Based Clinics and Dental Clinics. The plan and services should describe whether to provide in house billing, third party billing or a combination of both.

- Identify billable services and codes
- Credentialing
- Securing contracts with payers
- Develop policies and procedures related to fee schedules, billing practices and shared data bases
- Demonstrate the capacity to evaluate the reimbursement and regulatory impact of any recommended changes, cost analysis
- Identify a cost effective, efficient Electronic Medical Record that meets the needs of the City of Hartford, is compatible with the billing system recommended, and maintains the HIPAA regulations

Health and Human Services Capacity

- STD visits- 2500-3000 annually
- TB Visits-250-300 annually
- HIV tests 1500-2000 annually
- Vaccines- 50 month with additional 300-500 influenza vaccines annually

School Based Health Clinics Billable visits 2011

- Dental Billable visits 15,038
- School Based Health Clinic billable visits 16,914
- Nursing Services Billable visits 6,109