



## Unified Fire Authority

Request for Proposal #2024-01

### **Medical Billing and Accounts Receivable Services**

## ***INFORMATION & REQUIREMENTS***

### **I. OVERVIEW & OBJECTIVE**

Unified Fire Authority (“UFA”) is Utah’s largest fire agency with 684 employees serving an estimated 451,000 residents in 15 municipalities and unincorporated Salt Lake County. The UFA provides service to all unincorporated areas of Salt Lake County and one municipality (Eagle Mountain) is located in Utah County. UFA also provides service to surrounding communities under automatic and mutual aid agreements. The department responded to approximately 29,000 medical calls for service in 2023 including approximately 12,500 ground ambulance transports.

UFA is soliciting competitive sealed proposals from qualified offerors for billing and collection services for ambulance transport and related services provided by UFA. The selected respondent will bill for emergency medical services in a timely manner, pursue receipt of payment of accounts in a professional manner and provide excellent customer service to department staff, patients, and insurance carriers with billing questions and problems.

UFA is seeking an offeror who shall provide for all of its ambulance billings, hazardous materials billings, accounts receivables, and related collections. UFA is licensed by the State of Utah to provide 911 EMT and Paramedic quick response and ground transport services as defined in Utah Administrative Rule R426-4-200. The department utilizes ESO Solutions, Inc. for electronic patient care reporting (EPCR). The respondent’s billing software must be able to electronically interface with this system.

### **II. CRITERIA FOR EVALUATION**

**Awards of orders will be on the basis of:**

Qualifications and Experience_____	35%
Fee Proposal_____	30%
Firm Personnel and Staff Utilization_____	20%
Project Approach _____	10%
Local Office or Physical Presence_____	5%

### III. **QUALIFICATION OF OFFERORS**

Offerors will not be considered unless they meet the following requirements:

All work as defined in the proposal content must be completed without the need for additional requests for proposal or bids.

### IV. **PROPOSAL SUBMISSION**

- ❑ Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Offeror contractually.
- ❑ Submit all required information as outlined in the **Proposal Content and Evaluation Criteria** section of **ATTACHMENT 1**. Submit forms 1-3 (provided in **ATTACHMENT 4**).
- ❑ UFA allows for quotations to be submitted electronically. Electronic quotations should be submitted through a secure mailbox at SciQuest, <http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their quotation reaches SciQuest before the closing date and time. There is no cost to the supplier to submit Unified Fire Authority electronic quotations via SciQuest. Here is a link to the Division of Purchasing's website where it provides training materials for vendors on the SciQuest platform - <http://purchasing.utah.gov/for-vendors/> Electronic quotations may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.
- ❑ **Submission Deadline:** 11:00 AM (MST), Tuesday April 9, 2024.
- ❑ **Proposals received after the deadline will not be considered.**
- ❑ Proposals will then be sent to UFA appointed Selection Committee for evaluation.

### V. **ACCEPTANCE**

A. Any proposal received will be considered an offer, which may be accepted by UFA based upon initial submission without discussions or negotiations.

B. By submitting a proposal in response to this Request, Offeror agrees that any proposal it submits may be accepted by UFA at any time within ninety (90) days from the date of submission deadline.

C. UFA reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in proposals received, and/or to accept any portion of the

offer if deemed in the best interest of UFA. Failure of Offeror to provide, in its proposal, any information requested in the RFP may result in rejection for non-responsiveness.

D. The UFA may accept all or part of any offer and may make multiple awards. Offerors shall identify volume discounts if any or all products are selected.

## **VI. ADDITIONAL INFORMATION**

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Erica Langenfass via email at [elangenfass@unifiedfire.org](mailto:elangenfass@unifiedfire.org). Correspondence between suggested offerors and UFA must be in written format.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, interested parties may contact Erica Langenfass, Purchasing Agent, via e-mail at [elangenfass@unifiedfire.org](mailto:elangenfass@unifiedfire.org) or Telecommunications Relay Services (TRS) at 711.

# ATTACHMENT 1

## Proposal Response Cover Sheet MEDICAL BILLING AND ACCOUNTS RECEIVABLE SERVICES



**TO:** Unified Fire Authority  
**Medical Billing & Accounts Receivable Services**  
3380 South 900 West  
Salt Lake City, Utah 84119

The undersigned, having carefully read and considered the Request for Proposal to provide medical billing and accounts receivable services does hereby offer to perform such Plan on behalf of UFA, in the manner described and subject to the terms and conditions set forth in the attached proposal.

### OFFEROR

Company Name: \_\_\_\_\_

Doing business as: ☐ **an individual** ☐ **a partnership** ☐ **a corporation** (mark appropriate box), duly organized under the laws of the State of \_\_\_\_\_.

BY: \_\_\_\_\_  
(Signature of authorized representative) (Please Print or Type Name)

### PRINCIPAL OFFICE ADDRESS:

Street Address \_\_\_\_\_  
City \_\_\_\_\_ County \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
E-mail Address \_\_\_\_\_

### TAXPAYER IDENTIFICATION NUMBER:

(Attach IRS Form W-9 "Request for TIN and Certification")

Employer I.D. No. \_\_\_\_\_ **OR** Social Security No. \_\_\_\_\_  
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL  
CONTENT & EVALUATION REQUIREMENTS LISTED ON NEXT PAGE**

## **PROPOSAL CONTENT & EVALUATION CRITERIA**

### **Medical Billing and Accounts Receivable Services**

**PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:**

#### **A. GENERAL**

The offeror shall furnish billing and collection services for ambulance transport and related services provided by Unified Fire Authority. The offeror shall be able to comply with the following:

1. Please see the attached documents for recommended specifications.
2. Complete forms 1 – 3, provided in **ATTACHMENT 4**.

#### **B. DEFINITIONS**

Adherence to specifications shall be interpreted to mean the offerors ability to follow the specifications provided by UFA. Offerors may offer alternatives to the provided specifications. These alternatives must be clearly identified and thoroughly explained. Alternatives will then be evaluated by UFA, however offerors are encouraged to follow the suggested specifications as closely as possible. The intent of the provided specifications is to show that UFA is interested in the highest quality service that an offeror can provide. Any alternatives should be in keeping with this theme.

**ORAL INTERVIEWS AND ONSITE INSPECTIONS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE OFFERORS. THE DECISION OF UFA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.**

# ***ATTACHMENT 2***

## **General Proposal Instructions & Information**



### **I. AWARD BY WRITTEN AGREEMENT**

The Offeror selected to provide the services/products shall be required to enter into a written agreement that will be substantially similar to Attachment 3 of this Request and the accepted Proposal.

- Signature on the Proposal Cover Sheet acknowledges that the Offeror is willing to enter into the Agreement if awarded the contract.
- If Offeror has any exceptions to request, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.

### **II. PREPARATION OF PROPOSALS**

- A. Failure to read the Request for Proposal and these instructions will be at the Offeror's own risk.
- B. All prices and notations must be typewritten or printed in ink. Erasures are not permitted. Errors may be crossed out and corrections made in ink or by typewriter adjacent to the corrected error. All corrections must be initialed in ink by the person signing the proposal.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.

### **III. PROPOSAL INFORMATION**

- A. Discussions With Offerors. UFA may conduct discussions and site inspections with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without such discussions, at UFA's option.
- B. Equal Opportunity. UFA will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Cost Of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. UFA assumes no liability for any costs incurred by Offerors throughout the entire selection process.
- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFA and will not be returned to the Offeror.

E. Rejection Of Proposals.

- 1) UFA reserves the right to reject any or all proposals received. Furthermore, UFA shall have the right to waive any informality or technicality in proposals received when in the best interest of UFA.
- 2) No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to UFA, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to UFA, or that, based upon its past business practices, may be deemed irresponsible or unreliable by the Chief Financial and Legal Officers. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

F. Failure To Submit A Proposal. Failure to submit a proposal (or to advise UFA's Chief Financial Officer that future Requests for Proposal are desired) may result in the removal of your firm from the prospective Offerors list.

IV. EXCEPTIONS TO PROPOSAL

An exception to any term or condition set forth in this proposal must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. UFA shall be the sole determiner of the acceptability of any exception.

V. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror submitted to UFA, as part of the proposal or otherwise, shall become the property of UFA when received by UFA and may be considered public information under applicable law. UFA is subject to the disclosure requirements of the Government Records Access and Management Act, ("GRAMA") Title 63G, Chapter 2, Utah Code Annotated. UFA generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the Offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim as required by GRAMA §§63G-2-305 and 309. Blanket claims that the entire RFP is confidential will be denied.** UFA cannot guarantee that any information will be held confidential. If the Offeror makes a claim of confidentiality, UFA, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Offeror of such determination. The Offeror is entitled under the GRAMA to appeal an adverse determination. **UFA is not obligated to notify the Offeror of a request, and will not consider a claim of confidentiality, unless the Offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

VI. REPRESENTATION REGARDING ETHICAL STANDARDS

The Offeror certifies that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide

commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, any UFA officer or employee or former UFA officer or employee to breach any ethical standards set forth in UFA's conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.



# ***ATTACHMENT 3***

## **SAMPLE AGREEMENTS**



### ***SAMPLE AGREEMENT***

## **Medical Billing and Accounts Receivable Services**

### **UNIFIED FIRE AUTHORITY**

THIS NON-EXCLUSIVE AGREEMENT is made and entered effective as of \_\_\_\_\_ by and between UNIFIED FIRE AUTHORITY, a political subdivision of the State of Utah, hereinafter "UFA", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter "Supplier," collectively referred to as the "Parties."

### **RECITALS**

A. Supplier desires to provide Medical Billing and Accounts Receivable Services as described in the attached specifications for UFA;

B. UFA desires to engage Supplier for such products and services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the Parties as follows:

1. Supplier agrees to provide Medical Billing and Accounts Receivable Service as described in the attached specifications described in Exhibit "A," Scope of Work, attached hereto, for a period of (2) two years with the option of (5) five (2) two – year renewal periods commencing as of the effective date of this Agreement. Notice of time extensions shall be in writing served upon the Supplier by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For such products and services, Supplier will be paid as specified under Exhibit "B," Price Schedule. For purposes of this agreement, Exhibit B will consist of the pricing listed in the proposal submitted as part of the RFP and must be available for review by UFA.

3. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's Compensation sufficient to cover all Suppliers' employees pursuant to Utah State statutes. The certificate and policy shall provide that

coverage thereunder will not be canceled or reduced without at least thirty (30) days prior written notice to UFA.

B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. The certificate and policy shall provide that coverage there under will not be canceled or modified without at least thirty (30) days prior written notice to UFA. If under current coverage you do not meet the minimums, a separate umbrella coverage will be permitted.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder will not be canceled or modified without at least thirty (30) days written notice to UFA.

D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided will be issued by insurance companies licensed to do business in the State of Utah and will be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.

4. Supplier will obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), and the Americans with Disabilities Act (ADA). Any violation of applicable law will constitute a breach of this Agreement and Supplier will hold UFA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

5. UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this paragraph, the Supplier, at UFA's option, will forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option will be in addition to any and all remedies at law or equity, which are available to UFA.

6. UFA may terminate this Agreement if Contractor fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written

notice to such defaulting party; or any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

7. UFA reserves the right to terminate this Agreement in whole or in part, at any time during the Term or any additional terms whenever UFA determines in its sole discretion that it is in UFA's interest to do so. If UFA elects to exercise this right, UFA will provide written notice to the Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor will be paid for all services up to the date of termination. Contractor agrees that UFA's termination for convenience will not be deemed a termination for default, nor will it entitle Contractor to any rights or remedies by law or this Agreement for breach of contract by UFA or any other claim or cause of action.

8 If this Agreement is canceled or terminated as provided herein, UFA will calculate and pay the Supplier on the basis of the benefit received.

9. Supplier, for itself, its successors and assigns, as part of the consideration here fore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job-related disability, will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless, or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein will be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

11. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

12. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

13. All notices to Supplier will be directed to Supplier at its place of business as shown on its bid or proposal. All notices to UFA will be directed to the following address:

Unified Fire Authority:  
Fire Chief  
3380 South 900 West  
Salt Lake City, Utah 84119

With a copy to:  
Unified Fire Authority  
Chief Legal Officer  
3380 South 900 West  
Salt Lake City, Utah 84119

14. This Agreement will not be assigned by either party without the prior written consent of the other party.

15. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement will confer no third-party rights whatsoever.

16. This Agreement embodies the entire Agreement between the parties and will not be altered except in writing signed by both parties.

17. The total Agreement between the parties shall consist of the following documents which are incorporated herein by this reference:

A. This Agreement.

B. The Request for Proposals issued by UFA on \_\_\_\_\_ and any addendum or supplement thereto.

C. Supplier's Response to UFA's Request for Proposals dated \_\_\_\_\_.

The documents are intended to be complementary and what is called for in one will be deemed to be called for in all. In the event of any inconsistency or ambiguity between the documents, the inconsistency or ambiguity will be resolved by granting priority to the contract documents in the order set forth above.

18. This Agreement will be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

UNIFIED FIRE AUTHORITY

By \_\_\_\_\_  
Dominic C. Burchett  
Fire Chief

Approved as to legal form:

\_\_\_\_\_  
Brian F. Roberts  
Chief Legal Officer

SUPPLIER

By \_\_\_\_\_  
Title \_\_\_\_\_

SAMPLE AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT**  
**Between Unified Fire Authority and \_\_\_\_\_**

This Agreement between Unified Fire Authority ("UFA") and \_\_\_\_\_. ("\_\_\_\_\_") is executed for the purpose of ensuring that \_\_\_\_\_ carries out its obligations to UFA in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA").

This Agreement encompasses \_\_\_\_\_ assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to UFA by \_\_\_\_\_, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

\_\_\_\_\_ agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. To mitigate, to the extent practicable, any harmful effect that is known to \_\_\_\_\_ of a use or disclosure of PHI by \_\_\_\_\_ in violation of this Agreement;
4. If at or by \_\_\_\_\_ a breach of unsecured PHI occurs, \_\_\_\_\_ will notify UFA Compliance Officer without unreasonable delay and no later than 60 days from the discovery of the breach. To the extent possible, \_\_\_\_\_ will provide UFA with the identification of each individual affected by the breach as well as any information required to be provided by UFA in its notification to the affected individuals.
5. Ensure that any agents or subcontractors to whom \_\_\_\_\_ provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to \_\_\_\_\_ with respect to such PHI;
6. Make PHI available to UFA and to the individual who has a right of access as required under HIPAA within 30 days of the request by UFA to the individual;
7. Incorporate any amendments to PHI when notified to do so by UFA;
8. Provide an accounting of all uses or disclosures of PHI made by \_\_\_\_\_ as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining \_\_\_\_\_ and UFA's compliance with HIPAA; and

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by \_\_\_\_\_ on behalf of UFA, and if return is infeasible, the protections of this agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by \_\_\_\_\_ on behalf of UFA include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by UFA to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by UFA to its patients or to appeal denials of payment for same.
4. Uses required for the proper management of \_\_\_\_\_ as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

\_\_\_\_\_ agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. \_\_\_\_\_ agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of UFA Authority;
2. \_\_\_\_\_ will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of UFA agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI; and
3. \_\_\_\_\_ agrees to alert UFA Compliance Officer of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to UFA of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by UFA, in its sole discretion, if UFA determines that \_\_\_\_\_ has violated a term or provision of this Agreement pertaining to UFA's obligations under the HIPAA privacy or security rules, or if \_\_\_\_\_ engages in conduct which would, if committed by UFA, would result in a violation of the HIPAA privacy or security rules by UFA Authority.

Agreed to this \_\_\_\_ day of \_\_\_\_, 2024.

UFA Authority

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

# ***ATTACHMENT 4***

## **ADDITIONAL REQUIRED FORMS**



### **Form 1** **Organization Information**

Firm Name & Address:			
Address of office to perform work, if different:			
Firm is:	National	Regional	Local
Year Firm Established:			
Is the organization licensed to do business in the State of Utah?		Yes	No
Name, Title & Telephone Number of Principal to Contact:			
Please list the number of FTE's by discipline that your firm will commit to UFA's project:			



**Form 2**  
**Key Staff Information**

Please provide a brief resume of key persons, specialists, and/or individual consultants that will be assigned to UFA's project.

Name and Title:
Project Assignment:
Years experience: With this firm ____ With other firms ____
Education (Degree(s)/Year/School/Specialization):
Other Experience and Qualifications relevant to the proposed project:

Name and Title:
Project Assignment:
Years experience: With this firm ____ With other firms ____
Education (Degree(s)/Year/School/Specialization):
Other Experience and Qualifications relevant to the proposed project:

### **Form 3**

### **Customer Reference**

Describe work by firm which best illustrates current qualifications relevant to UFA's project that has been/is accomplished by personnel that will be assigned to UFA's project. List no more than ten (10) projects.

Project Name and Location:	
Project Owner's Contact Person, Title and Telephone Number:	
Completion Date (Actual or Estimated):	Estimated Cost (in thousands):
Description of services provided (Please give quantitative indications wherever possible):	
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project That Shall Be Assigned to UFA's Project:	

Project Name and Location:	
Project Owner's Contact Person, Title and Telephone Number:	
Completion Date (Actual or Estimated):	Estimated Cost (in thousands):
Description of services provided (Please give quantitative indications wherever possible):	
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project That Shall Be Assigned to UFA's Project:	

# EXHIBIT "A"

## SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

### Medical Billing and Accounts Receivable Services

#### I. GENERAL

1. Offeror, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

***NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing [www.commerce.state.ut.us](http://www.commerce.state.ut.us).***

2. Offeror shall assume full responsibility for damage to UFA property caused by Offeror's employees or equipment as determined by designated UFA personnel.
3. Offeror shall be solely responsible for the safety of Offeror's employees and others relative to Offeror's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
4. Offeror shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

#### II. RESPONSIBILITIES OF THE OFFEROR

The following information is provided to assist respondents in providing a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. The responsibilities of the Offeror include, but shall not be limited to, the following.

1. The successful respondent will be a licensed holder of ambulance billing software that can be customized to fit the needs of UFA.
2. The successful respondent must be compliant with all HIPAA laws and regulations. The successful respondent must provide patients with the appropriate privacy notice if they did not receive it from UFA at the time of service. The successful respondent shall be required to sign a Privacy and Security Business Associate Agreement.
3. The successful respondent will guarantee daily claim filing with a minimum industry standard electronic billing capacity utilizing Medicare, Medicaid, Blue Cross/Blue Shield, and commercial clearinghouse networks. UFA will attempt to collect all necessary billing information available at the time service is provided. This information will be entered into an electronic medical records system. The information will be compiled each business day and made available to the successful respondent. UFA uses ESO Solutions Electronic Health Records (EHR) software to create and maintain medical records. All information is stored on a cloud server along with an agency designation for each record. UFA will process and forward necessary billing information to the successful respondent.

4. The successful respondent will:
  - a. Print and process all applicable paper insurance claims.
  - b. Utilize all applicable HCPCS and ICD-9 codes to maximize payment from insurers.
  - c. Process initial itemized invoice within five (5) days of receipt of Patient Care Report from UFA.
  - d. Process monthly statements to all patients with outstanding balances.
  - e. Provide pre-collection activities on accounts to significantly reduce aging accounts. At a minimum, this activity should include three (3) statements sent with no returned mail. The successful respondent will have the capability to utilize a skip tracing service/software.
  - f. Accept and process credit card payments, including automatic payment scheduling.
  - g. Provide “charitable write-off” applications and coordinate communication between the responsible party and UFA.
  - h. Process refunds for all credit balances on a monthly basis.
  - i. Deposit all collected amounts directly into UFA’s designated bank account daily upon receipt.
  - j. Collect, process, and file any and all billing record requests upon obtaining and properly recording any appropriate release forms.
  - k. Maintain a secure, searchable electronic file for each and every incident, including: patient correspondence, explanation of benefits (EOB), medical requests, and any other correspondence applicable to the incident.
  - l. Maintain a billing data back-up or redundancy system that ensures data integrity and retention.
  - m. Design, print, and provide any and all forms necessary to capture patient information, physician certification statements, charity forms, Notice of Privacy Practices, and Hazardous Materials Incident forms.
  - n. Provide a toll-free number for patient and administration inquiries.
  - o. Coordinate the transition of bad debt accounts to the designated collection agency based on UFA’s collection policy.
  - p. Field all incoming calls from patients, insurance companies, etc. regarding the disposition and subsequent resolution of each transport.
  - q. Participate in semi-monthly committee meetings at UFA headquarters to discuss billing issues and review “charitable write-off” applications with UFA staff.
5. The successful respondent will have the ability to track and coordinate the billing, collecting, reporting, and resolution of other billings as requested, including retiree insurance premiums, Paramedic Aboard agreements (PMA), Special/Standby events, and Hazardous Materials cost recovery activities.
6. The successful respondent will assist in yearly preparation and submission of the State of Utah’s Fiscal Reporting Guide or similarly mandated reporting.
7. The successful respondent will conduct regular meetings with UFA’s EMS Division training staff as deemed necessary for the education, implementation, and training of field personnel relating to accurate and complete data collection.
8. The successful respondent will provide consulting as needed relating to UFA fee schedules, policies and procedures.
9. The successful respondent will begin their contract with service dates beginning with July 1, 2024. If a new contractor is selected, UFA’s existing contractor will be responsible for

accounts with service dates before July 1, 2024 and will process those accounts for up to six (6) months. After the six-month period, the current contractor will provide UFA with the records of the accounts in a generic database format with complete field descriptions. UFA shall negotiate the management of the old accounts with the successful respondent in the contract negotiations.

10. The successful respondent will provide the EMS Service Bridge between its billing software and ESO Solutions, Inc. (e-PCR) software.
11. The successful respondent will provide UFA with remote access to the successful respondent's central processing unit and software. A computer workstation will be used by UFA to review accounts. Respondent will also provide UFA with the ability to print reports at its offices. UFA must be allowed to print invoices or statements for special case inquiries.
12. The successful respondent will provide on-site training for the administrative staff of UFA. The training will include "hands-on" with the ambulance billing software.
13. The successful respondent will provide UFA the software/hardware necessary to interface between UFA's computer network running Microsoft Windows Server 2019, Microsoft SQL Server 2022, ODBC Connection, SFTP, TCPIP Protocols and the respondent's central processing unit.
14. The successful respondent will be responsible for maintaining all software necessary to fulfill this agreement as well as the computer hardware to the extent that it owns such hardware.
15. The successful respondent will provide UFA access to complete financial reports on a daily basis that provide for an understanding of the account activity. Samples of the reports should be included with the proposal.
16. The successful respondent will supply UFA's administration with access to management level summary reports on a monthly basis. Samples of the reports should be included with the proposal.
17. The successful respondent will have an audit system designed so all information is made available to UFA to monitor billing activities and accounts receivable at the discretion of UFA.
18. The successful respondent will guarantee that UFA's administration will receive notification concerning procedural changes related to the Medicare B coverage for ambulance services, Medicaid coverage for ambulance services, and any other commercial/individual insurance carrier changes that develop throughout the course of the contract.
19. The successful respondent will reflect in the contingency fee schedule all business costs including, but not limited to, the following: personnel; statements, envelopes, and return mail envelopes; HCFA 1500 claim forms; electronic clearinghouse service fees; and postage.
20. The successful respondent will describe in detail how UFA would recover from a default by the successful respondent during the contractual period using the medical accounts receivable software.
21. Payments from Medicaid and Medicare will be received by UFA. Access to the payment records will be made available to the successful respondent for processing.

22. The successful respondent will be expected to provide UFA a generic structure database of data at the end of the contract period or at the time of default by the Offeror to facilitate the transition of services to a new contractor.
23. Except as provided in the following “Note”, the Offeror shall currently own and operate a place of business that shall be devoted to Medical Billing and Accounts Receivable Services that they propose to furnish. Said place must be adequately equipped and staffed to provide the services specified herein.
24. The successful respondent will be expected to maintain a local office and staff to meet with UFA personnel regarding collection issues, provide optimum customer service and communication, as well as easy access to documentation and files needed.

**NOTE:** In the event that the offer is submitted by a respondent utilizing outside consultants and/or associates, a certificate of compliance executed by the provider must be approved by UFA. Said certificate shall state that the respondent is an authorized agent for any outside consultants/associates for this project and that the service(s) offered will be in compliance with the specifications set forth in this solicitation.

Please address the following elements when submitting your proposal:

## **IT REQUIREMENTS**

### Authentication

Authenticated against on premises Active Directory and/or Azure AD (AD/LDAP) is preferred. If not, define how users can be created/changed/terminated through an application programmable interface (API). Replication of (AD/LDAP) into another identity provider will be considered.

### Authorization

Managing users’ application privileges through (AD/LDAP) groups is preferred. If utilizing (AD/LDAP) groups, describe a typical onboarding/offboarding procedure. If not, describe the ability to create groups and manage them through the application. In addition, to the option to make group assignments through an API.

### Integration

Describe the ability to get data out, such as in .csv, .xlsx, REST API, or report email attachments. The preference is SFTP of scheduled reports. An API for data and again account provisioning and updates. Overall, the goal is to be able to continue to improve the operations of the application through automation.

### Administrative and End User Training

Simple interface for admin users to navigate and make changes for both admin and end users. A Mobile App that is available for both iOS and Android. Describe simplicity for end users completion of tasks.

### Business Continuity/Disaster Recovery

Describe the high availability options of the application and its ability to remain accessible, and if there are any additional costs. In the case of an event, what is the estimated mean time to recovery that UFA can expect, and if there are any additional costs.

### Security

Describe how UFA data will be protected at rest or in flight. Describe patching procedures and timelines against “Zero Day Exploits”. Describe database backup, application backup, retention and replication procedures. Shared data schemas with other entities will not be considered.

### Custom Changes to Production

Describe options available for the development of changes, through the use of professional services, before they are deployed into production. For example, if a change is made to a report, how are those tested and accepted before being made available to production end users.

### Support

Describe how either Administrative and/or IT Users are able to receive support.

## **III. BILLING CONDITIONS**

Invoices shall be prepared and submitted in duplicate on a monthly basis to the UFA’s address. Invoices shall contain the following information: contract number, item number, description of services, unit prices, and extended totals. Payment shall be made on a monthly contingency fee basis. Contingency fees will be charged against actual revenue received, less refunds on overpayments.

It is understood that payment for Medical Billing and Accounts Receivable Services will not be made by UFA until all requested specifications have been met. UFA reserves the right to dispute billings if totals do not concur with its calculations. This means that all required corrections must have been made prior to payment.

## **IV. SITE INSPECTION PRIOR TO AND DURING PERFORMANCE PERIOD**

1. Offeror shall agree that prior to the commencement of services, a site visit may be held at the successful respondent’s place of business. In addition, during the course of contracted services, visit may be made to the place of business for the purpose of management oversight and/or audit testing.

# **EXHIBIT "B"**

## **PRICE SCHEDULE**

### **Medical Billing and Accounts Receivable Services**

#### **I. GENERAL**

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be allowed.
- B. UFA is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the term of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

#### **II. PRICING**

- A. Pricing to be consistent with that presented in the proposal, with the ability of minor pricing adjustments, due to changes of an unforeseen nature that are agreed upon by UFA and Offeror.

#### **III. INVOICING AND PAYMENT**

- A. After acceptance of Medical Billing and Accounts Receivable Services, UFA shall make payment to Offeror for all services performed by Offeror pursuant to this Agreement. Offeror shall submit a written invoice, in duplicate, for services rendered and UFA shall pay the invoiced fee within thirty (30) days, if not in dispute.

Invoices shall be submitted to:      Unified Fire Authority  
Attn: Accounts Payable  
3380 South 900 West  
Salt Lake City, Utah 84119  
[bills@unifiedfire.org](mailto:bills@unifiedfire.org)