

# Department of Procurement and Contract Compliance



## **REQUEST FOR PROPOSAL**

**RFP R41494**

**Billing Services for Kansas City, Kansas Fire Department  
EMS Division**

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## **Article I. General Information**

### **Section 1.01     *Method of Source Selection***

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allow for the use of Competitive Sealed Proposals (RFP) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Purchasing Department as permitted.

### **Section 1.02     *Purpose***

The Unified Government of Wyandotte County/Kansas City, Kansas, Fire Department, is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing Billing Services for EMS.

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas.

### **Section 1.03     *Existing Environment***

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

### **Section 1.04     *Required Review***

Offerors should carefully review this solicitation to fully understand the scope of work and for defects, unclear, or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

### **Section 1.05     *Protests and Appeals***

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of the contract. The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

### **Section 1.06     *Inquiries - Clarifications***

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly P. Regan, [kregan@wycokck.org](mailto:kregan@wycokck.org) Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up and confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The procurement officer will determine the appropriate method to be used.

**Kelly Regan**  
**913-573-5447 phone**  
**913-573-5444 fax**  
[kregan@wycokck.org](mailto:kregan@wycokck.org)

### **Section 1.07     *Amendments & Addenda***

Amendments and addenda will be issued to vendors known to have the Request for Proposal and will also be made available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

### **Section 1.08     *Alternate Proposals***

Offerors may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **Section 1.09     *Implied Requirements***

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise.

It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered.

Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

**Section 1.10 Project Timetable & Contract Term**

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

<b>Proposed Schedule of</b>	<b>Events</b>
<b>APRIL 17, 2025, 2:00 P.M. CST</b>	<b>Solicitation Release</b>
<b>MAY 1, 2025, 2:00 PM CST</b>	<b>Deadline to submit written questions</b>
<b>MAY 8, 2025, 5:00 PM CST</b>	<b>Response to Written Questions</b>
<b>MAY 22, 2025, 2:00 P.M. CST</b>	<b>Proposal submission deadline</b>
<b>TBD</b>	<b>Notice to shortlisted firms selected for interviews (if required)</b>

The length of the contract will be from the date of award and continue for a term length of 2 years with 3 Optional 1-Year Extensions.

Any extension must be approved by all parties as a written arrangement.

During the term of the contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

**Section 1.11 Proposals and Presentation Costs**

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

**Section 1.12 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG’s option.

Kansas Open Records Act, K.S.A. 45-215 *et seq.*, requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer, in consultation with the Legal Department of the Unified Government agrees, in writing, to do so subject to the Kansas Open Records Act requirement. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for requesting confidentiality.

### **Section 1.13**     *Cooperative Procurement*

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

### **Section 1.14**     *Independent Contractor Relation*

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall maintain total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

### **Section 1.15**     *Determination of Responsibility*

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

### **Section 1.16**     *Evaluation*

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

### **Section 1.17 Equal Treatment**

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

### **Section 1.18 Award**

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposal based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless a protest is filed as described in the protest section 1.05.

### **Section 1.19 Notification of Award**

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
  - Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
  - If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
  - Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
  - Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
  - Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6<sup>th</sup> Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements."

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.

- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form **will be provided to the successful Offeror by the Unified Government**).

### **Section 1.20 Right to Reject Proposals**

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or
- do not constitute an unacceptable reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit to offerors a revised scope through a subsequent Request for Proposals at a later date or may choose to negotiate with those submitting proposals.

### **Section 1.21 Mistakes in Proposals Discovered Prior to Award**

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by

the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

### **Section 1.22**     *Mistakes in Proposals Discovered after Award*

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Purchasing Department on behalf of the Unified Government.

### **Section 1.23**     *Ownership of Reports, Drawings, Specifications, etc.*

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall become the property of the Unified Government upon finalization.

## **Article II. Standard Proposal Information**

### **Section 2.01**     *Authorized Signature*

All proposals must be signed by an individual authorized to bind Offeror to the provisions of the Request for Proposals. Proposals must remain valid for at least ninety (90) days from the opening date.

### **Section 2.02**     *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statue, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request for Proposal will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition shall be null and void.

### **Section 2.03**     *Discussions with Offerors*

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer.

Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made

### **Section 2.04      *Evaluation of Proposals***

The Procurement Officer, or an evaluation committee made up of the procurement officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this Request for Proposal.

### **Section 2.05      *Contract Negotiations***

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Unified Government.

If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

### **Section 2.06      *Failure to Negotiate***

If the selected contractor

- \* fails to provide the information required to begin negotiations in a timely manner; or
- \* fails to negotiate in good faith; or
- \* indicates they cannot perform the contract within the budgeted funds available for the project; or
- \* if the offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

The Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

## **Article III.      Standard Contract Information**

### **Section 3.01      *Contract Type***

This contract is a Fixed Price contract for a percentage based on performance.

### **Section 3.02      *Contract Approval***

This Request for Proposals does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when any resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate.

Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

### **Section 3.03      *Proposal as a Part of the Contract***

Part or all of this Request for Proposals and the successful proposal may be incorporated into the contract by reference.

### **Section 3.04      *Additional Terms and Conditions***

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

### **Section 3.05      *Insurance Requirements***

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

#### **Insurance Requirements**

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death, or damage to property directly caused by Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

1. The "additional insured" provisions of the insurance policy shall read exactly as follows:  
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): "Request for Proposal RFP R41494, Billing Services for the Kansas City, Kansas Fire Department-EMS Division".
2. Cancellation Clause shall read exactly as follows:  
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number and title in the "miscellaneous" area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

**Section 3.06 Proposed Payment Procedures**

Offeror shall recommend payment procedures. The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

**Section 3.07 Contract Personnel**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Unified Government project point of contact and/or designee.

Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

### **Section 3.08 Contract Changes - Unanticipated Amendments**

During the course of this contract, Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Unified Government point of contact for the project will provide successful respondent a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful respondent will not commence additional work until the Unified Government project point of contact has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment or change order, approved by the County Administrator.

## **Article IV. Required Contractual Terms and Conditions**

### **GENERAL CONDITIONS**

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and " \_\_\_\_\_ ", hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government

reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.
11. **Equal Opportunity and Affirmative Action.**
  - a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
  - b. CONTRACTOR will ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry. 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

**12. Representations.**

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government.  
Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as

original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **Article V. Background Information**

### **Section 5.01 *Background Information***

The Unified Government was created upon the consolidation of the governments of the City of Kansas City, Kansas and Wyandotte County, Kansas, effective October 1, 1997. The consolidation was approved by voters of the City and County on April 1, 1997 and, on March 6, 1998, was upheld by the Kansas Supreme Court. The Unified Government, with a 2020 County population of 169,245, covers 155.7 square miles. There are four cities in Wyandotte County (2020 population in parentheses): Kansas City (156,607), Bonner Springs (7,831), Edwardsville (4,717) and Lake Quivira (53). The remaining balance of the population lives in unincorporated areas of Wyandotte County. The Unified Government / Wyandotte County is located on the eastern border of the State and, along with three other Kansas counties and eight Missouri counties, comprises the Kansas City Metropolitan Statistical Area with a population of approximately 2.1 million.

Pursuant to consolidation, the existing governments of the City and the County were replaced by a governing body composed of a Mayor/Chief Executive and a ten-member Board of Commissioners. Each of eight districts nominates and elects one commissioner. Two at-large commissioners are nominated from two countywide districts comprised of the four northern-most and four southern-most districts. The Mayor/Chief Executive has veto power, which can be overridden by a two-thirds majority of the Board of Commissioners.

A County Administrator is appointed by the Mayor/Chief Executive, with the consent of the Board of Commissioners, and is directly responsible for the daily functions of the Unified Government.

Wyandotte County is a diverse community in terms of population as well as jobs and employment. There are approximately 90,000 jobs in Wyandotte County with the major employment industries being government, healthcare/social services, services (includes professional/technical and administrative services), transportation/warehousing and retail. Top employers in the County include: University of Kansas Health Systems, Kansas City, KS K-12 school district, University of Kansas Medical Center, and Amazon distribution facilities.

## **Article VI. Project**

### **Section 6.01 *General Information***

The Unified Government of Wyandotte County/ Kansas City Kansas Fire Department is seeking a Request for Proposal (RFP) for an Emergency Services Medical Billing and Collection Service.

The Kansas City Kansas Fire Department currently utilizes ImageTrend Electronic Patient Care Reporting (ePCR) system. The Unified Government of Wyandotte County Communications currently uses New World/ Tyler Technologies computer aided dispatch (CAD) system.

The Kanas City Kansas Fire Department will bill for transports provided by ambulances and may bill for other services as inter-local agreements dictate and are permissible by law. A fee schedule will be supplied to the contractor prior to live implementation or earlier upon request.

The purpose of this RFP is to select a Contractor to perform Emergency Services Medical Billing and Collections Services.

## **Section 6.02 Access to and Ownership of Files**

The Contractor agrees that the Unified Government shall have access to files created and provided by the Contractor. The Unified Government shall have the right, title interest and ownership of files; (paper and electronic) created as a result of services to be provided by the Contractor.

## **Article VII. Proposal Format**

**PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.**

Offeror **must** submit a complete copy of its response in the following format: One (1) original and Two (2) copies along with a flash drive in .PDF format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format or submitted via PDF file format.

Any Offeror that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

**Proposal – RFP R41494 “Billing Services for the Kansas City, Kansas Fire Department-EMS Division”**

**Two (2) Copies, and One (1) original of your proposal and supplementary material should be submitted to:**

**Office of the Unified Clerk, Municipal Office Building  
701 North 7th Street, Suite 323  
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the offeror’s responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Offerors shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

**Below is an example of the information required on your Proposal package.  
You may use this as a label if you wish.**

Unified Government of Wyandotte County/Kansas City, KS  
Attn: Unified Government Clerks Office  
701 N. 7th Street, Room 323  
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL

Billing Services for the Kansas City, Kansas Fire Department-EMS Division

RFP R41494

OPENING DATE/TIME:  
May 22, 2025 - 2:00 PM

## **Section 7.01 Introduction**

The Kansas City Kansas Fire Department provides Advanced Life Support (ALS) emergency medical service. It is a paramedic service that responds to and transports medical and trauma cases called into 9-1-1 from anywhere in the city. The system operates nine (9) ALS ambulances, nineteen (19) ALS fire apparatus, three (3) battalion chiefs 24 hours a day. All units are staffed by paramedics. All EMTs and paramedics receive protocol and medical direction from the Kansas City Kansas Fire Department EMS System Medical Director. All EMS and fire response units are dispatched by the centralized Wyandotte County Emergency Communications Center.

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined non-responsive and the proposal may be rejected.

The following must be submitted in the proposal:

## **Section 7.02 Scope of Services**

- A)** The Kansas City Kansas Fire Department (KCKFD) is seeking a Request for Proposal (RFP) for an EMS Billing and Collection Service. KCKFD currently utilizes ImageTrend's Electronic Patient Care Reporting (ePCR) system. Wyandotte County Emergency Communications currently uses a New World/ Tyler Tech computer aided dispatch (CAD) system. The Fire Department will bill for transports provided by ambulances and may bill for other services as inter-local agreements dictate and are permissible by law. A fee schedule will be supplied to the contractor prior to live implementation or earlier upon request. The purpose of this RFP is to select a Contractor to perform EMS billing and collection.

1. Classification:

- a. Contractor is responsible for the automated billing, processing and collection of EMS fees and data. The successful Contractor must demonstrate that they have the ability to successfully and efficiently transfer data from the Fire Department's existing ImageTrend hosted ePCR system in order to provide accurate and appropriate billing services. Billing data is currently being extracted from ImageTrend in NEMSIS 3.5 format. Offeror must demonstrate an ability to clearly delineate and operate a failsafe Data Recovery Project Plan should disaster or other unanticipated down time occur. Further, the Offeror must provide detailed information describing the information technology that would be employed including, but not limited to, hardware, software, database, security, and network infrastructure. The Contractor must demonstrate and describe its plan for achieving compliance with the Transaction and Code Set, Security and Privacy regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health Act (HITECH) Patient Protection and Affordable Care Act of 2010 (ACA) and other health care privacy requirements as may be required.

The Contractor must demonstrate established relationships with healthcare and insurance providers to ensure timely collection of relevant insurance information. Contractor must be able to contact local hospitals to obtain necessary billing information. An ability to directly download data files from these providers is preferred to collecting face sheets from hospitals. The production of various management reports including, but not limited to, those described herein is an expected service.

2. Requirements:

- a. The Contractor will be responsible for providing all services requested in the RFP. The services will include, but are not limited to: data collection processing; management information; security; insurance; the provision of all needed equipment and connectivity; computer program and system hardware; incidental supplies; personnel; administrative and management support training; all electronic billing and collection activities including the gathering of pertinent insurance data from various providers and locating and billing EMS service recipients; responding to all fee/program related inquiries and correspondence; postage; incident data exchange between Fire Department personnel and Contractor. Wyandotte County will be responsible for program administration and oversight, entry of incident/run specific data necessary for billing purposes and the maintenance and operation of a credit card payment system and a lockbox with an appropriate financial institution. The projected timeline includes having a new contract in place on July 1, 2025.

3. Equipment Requirements – Data Paths:

- a. The Contractor will be responsible for the provision and maintenance of all equipment, hardware and software (including all updates) associated with their billing and collection process. This may include, but is not limited to, any electronic technology for use by the Fire Department administrative personnel and its Information Technology team for on-line access to the system from selected workstations to track runs/transport by detailed daily, weekly, monthly, and year-to-date billings and receipts. The Wyandotte County Emergency Communications Center administers the Computer Aided Dispatch (CAD) system, which services the EMS and fire agencies in the county. CAD and ImageTrend's ePCR are interfaced. EMS patient care reports are currently collected and entered on ImageTrend Elite hosted ePCR mobile and/or web site software with tablet computers carried on paramedic ambulances and squads. The ImageTrend software a two-way connection with ImageTrend's host site via cellular or Wi-Fi data connectivity. EMR Vendor interfaces are vital and necessary to the records continuum. No PCR records are stored on-site on servers.

4. Management Requirements:

- a. The Contractor is expected to support EMS management through: electronic EMS billing, collection and processing services; secure up-to-date, on-line inquiry; reporting and analysis capabilities compatible with an aggressive, performance-oriented management approach maximizing net revenues and productivity; the creation of custom, user deferred queries.

Contractor must supply reliable telephone support services, with a local 913 area code number with a KCK prefix number, for both the Fire Department staff and individual citizens. The Contractor must ensure complete and uninterrupted flow of service via backup systems and Data Recovery Project Plan and System should a disaster occur. Contractor must include a copy of this plan and/or specifications of this system in the response. All billing and collection systems must conform to all federal/state guidelines for Medicare and Medicaid programs as well as applicable local laws, regulations and reporting requirements of the State of Kansas. Contractor must have the ability to maintain records on database to meet the federal and state medical record retention rules which is currently ten (10) years.

5. Contractor Personnel Requirements:

- a. The Contractor must provide the following personnel, at the specified times and places, at all times during the contract period:

- A Project/Client Manager who shall be available by telephone and/or electronic means during normal business hours (08:00 to 17:00 CST) and available to visit on-site upon advance notice to Contractor. The Project/Client Manager shall have overall responsibility for Contractor matters on behalf of the Fire Department. In addition, shall be responsible for assisting the Fire Department with the generation and interpretation of data, reports and other information generated under the contract.

- A Business Support Services representative, who shall be available by telephone and/or electronic means during normal business hours (08:00 to 17:00 CST). The Business Support representative shall assist the Project/Client manager and the Fire Department with technical assistance in optimizing clean data collection and submission, generation and interpretation of data, reports and other information generated under the contract. Assistance with audits, compliance, and CMS forms will be provided.

- County dedicated EMS Billing Operation Specialists who shall be available by telephone and/or electronic means during normal business hours (08:00 to 17:00 CST) and available to visit on-site upon advance notice to Contractor.

6. Service Description:

- a. Contractor shall support electronic billing, collection and processing services for EMS transport through timely controlled collection processing and cash management, including maximizing cash availability, account reconciliation, and returned check processing. The Contractor must deposit receipts daily in a lock-box account owned, controlled and designated by the Unified Government of Wyandotte County.

7. Electronic Billing:

- a. The Operation of billing services for the Fire Department will involve the rendering of bills, full and accurate management of accounts receivable and maintaining auditable books and records.

- b. Contractor will also be required to provide monthly management reports to the Fire Department Chief of EMS summarizing the performance of billing operations. Offeror shall provide descriptions of one or more billing models that are either currently being used by the Offeror or have been successfully used in the past.
8. Collection Services:
- a. Contractor shall collect all applicable and appropriate fees consistent with the Fire Departments billing and collections, policies, rules and regulations as set forth in writing by the UG. The Contractor's activities shall conform in all respects to all federal, state and local laws, ordinances and regulations. Contractor shall propose procedures for the collection of EMS fees, including dealings with third party payers. Copies of notices utilized in other municipalities by the Contractor should be provided with the proposal. Contractor shall provide a toll-free telephone number for purpose of answering citizen and County inquires.
  - b. Continued collection efforts should be made for 180 days, or when otherwise deemed unworkable. Thereafter, all delinquent accounts will be turned over to the Unified Government of Wyandotte County. The County currently is not utilizing a separate collection agent for delinquent EMS bills, however, the County reserves the right to initiate a collections program at a later date.
  - c. An Delinquent Account Report shall be loaded into the customers portal once a month.
9. Collection Responsibilities:
- a. The successful Contractor will be required to operate an Electronic Billing and Collection System for Wyandotte County. This includes the electronic filing of claims (within the performance guidelines set forth below) and collection of:
    - Medicaid Accounts
    - Medicare Accounts
    - Self-Pay Accounts
    - VA and other Governmental Payors
    - Third Party Payer Accounts
    - Other Accounts
    - Membership Program
    - Community Paramedic/ Community Health Workers
  - b. All Clean Claims shall be filed promptly. A Clean Claim shall be defined as a patient care report that is substantially complete and for which all data reasonably necessary to submit a claim to the appropriate payer are completed. The Contractor shall file 90% of all Clean Claims within five (5) days of receiving the transport/treatment data. Patient care reports that do not meet the definition of Clean Claim hereunder shall be identified and the Contractor shall initiate follow-up with the appropriate Fire Department personnel within five (5) days of receiving the transport data.
  - c. Contractor shall review the Fire Departments EMS billing charges, at a minimum on an annual basis, and make charge recommendations. In the event that the Fire Department charges for any services, including one or more level of service base rates and/or mileage rates shall fall below the Medicare-approved charge or

fee schedule amount for such service, the Contractor shall notify the Fire Department immediately.

10. Payment Processing:

- a. The Offerors shall provide information regarding payment gateways and major clearing houses used. Offerors shall describe their procedures for the processing of payments for EMS services. Such procedures shall include:
- Data Input
  - Ability to identify payment source (i.e., Medicare, Medicaid, Third Party, HMO, etc.)
  - Verification of check amounts
  - Scanning procedures
  - File updating
  - Unapplied payments
  - Identification of underpayments and overpayments
  - Refunds of credit balances due to overpayment
  - Administrative fees
  - Uncollected checks
  - Ability to handle credit card and electronic payments
  - Installment payments
  - Ability to protect the privacy and security of protected health information (PHI), as required by applicable HIPAA regulations
  - Ability to bill in accordance with the Medicare ambulance fee schedule
  - Batch controls for checks, notices and correspondence
  - Encoding accounts using current methods required by insurance carriers for medical claims and standard transactions and code sets as required by applicable HIPAA regulations
- b. The Fire Department must have the ability to do on-line inquiry, hard copy listing and updates (95% availability). Access must be by each and all of the following: username, user address including mandatory zip codes, date and time of service, Medicare number, Medicaid number, EMS incident number, Fire Department unit number, insurance number and social security number. Successful Contractor must have the ability to capture seven different insurance carriers for a single account. Full payment status and history for each EMS user shall be available until the Fire Department authorizes purge. Only the Fire Department shall be able to grant or identify reasons for dismissals, abatements, extensions and settlements. All payments must be directed to the Unified Government of Wyandotte County. In the event that any payments are remitted to the Contractor, Contractor shall mail payment(s) received within one business day to the Lock Box PO address specifically designated by Wyandotte County. The system shall account for the number and value of cash receipts and liability reducing transactions (abatement, dismissals and settlements). In no event will Contractor negotiate checks or remittances made payable to Wyandotte County. Offeror must detail methods to be used to meet these requirements. Handling and fund transfer procedures shall comply with all applicable federal, state and local laws and regulations and, similarly, follow generally accepted accounting practices.

11. Management Reports:

- a. Monthly reports of the type noted below in sections under 7.02-12.,13.,14.,15.,16. And 17. must be provided to the EMS Chief or their designee. It is necessary that all management reports reflect each paramedic's activity, on both an individual and vehicle basis. The request represents the minimum desired information and illustrates how specific categories of data are to be compiled. If the results can be accomplished using a different format, please include such information in the response. In addition, all common data listed in reports should balance from one report to another. Detailed reports of individual accounts or transactions that support the above data should be available upon request for such purposes as audits or the write-off of delinquent accounts. Contractor willingness and flexibility to develop unspecified reports is an essential consideration in the evaluation of this RFP. Address in your response any additional reports that can be provided including the potential of providing the monthly State of Kansas EMS data report. Without limiting the foregoing, and notwithstanding anything herein to the contrary, Contractor shall develop and implement a means to comport with auditing mandates to reconcile and verify number of runs, number of transport and mileage data. As described more fully below this includes, but is not limited to: an acceptable receivables report: an aging report of the receivables that shows the following categories 0-30s day old, 31-60 days, 91-180 days, and greater than 180 days; monthly activities report, and monthly deposit summary. Contractor will provide the Fire Department a full extract of all billing data a minimum of once per thirty day (30) hour period. Wyandotte County will provide the housing technology to store the extracted data. Lastly, Wyandotte County reserves the right to request, free of charge, an additional number of reports, which will be negotiated.

12. Report of Transports and Services Received and Billed

- a. The purpose of this monthly report is to compare transport data received by the Contractor from both ImageTrend and the fire department with transports/treatments billed by the Contractor as reconciliation between the three entities. Reports should identify date of transport, number of transports and services billed, the number of accepted claims, net amount billed, and amount of write-offs authorized by the Fire Department.

13. Report of Collections

- a. The purpose of this monthly report is to verify and reconcile the bank deposit activity with collection posting activity. The report should identify the total daily bank deposit amount; amount posted to accounts from both current deposits and previously identified payments, amounts posted as overpayments, unidentified payments, refund of unidentified payments and the outstanding balance of unidentified payments.

14. County Invoice Report

- a. The purpose of this monthly report is to verify the accuracy of the payments made by Wyandotte County to the Contractor.

The report should include the total amount billed by transport/treatment month, prior month cumulative collections by transport month, cumulative fees payable by transport month, and net fees due by transport month.

#### 15. Contractor Activity Analysis Report

- a. The purpose of this monthly report is to summarize the results of the collection effort to measure Contractor performance. The report should list all activity for each transport/treatment month with collections aged by billing month. With regard to transports/treatments, the report should list total number of transports/treatments reported by the Fire Department, total number of transports/treatments billed by Contractor; amount billed by Contractor, adjustments to amount billed, transports/treatments authorized as write-offs by the Fire Department and amounts due to Medicare/Medicaid assignment and the resulting net amount billed. With regard to collections, the report should include the number of accounts collected by collection method (i.e., Medicare/Medicaid, Self-Pay/Third Party Payer), total amount collected by collection method, amount of overpayments, adjustments including refunds, returned check and posting errors and the resulting net amount collected. The report should also include the number and percentage breakdown of uncollected accounts (i.e., Medicare/Medicaid, Self-Pay/Third Party Payer). Finally, the report should include the effective collection rate to date for each transport month, expressed both in gross and net percentage terms. Gross collection rates shall be expressed in terms of total revenue received, minus refunds (i.e., any amounts credited or refunded due to overpayments, credit balances, duplicate payments, bad checks, etc.), divided by the total amount billed, minus contractual allowances (i.e., mandatory write-offs required by Medicare and other payers).

#### 16. Medicare/ Medicaid Report

- a. The purpose of this monthly report is to monitor all Medicare/Medicaid activity to include the number and dollar total of assigned claims submitted and the percentage that these claims represent in regard to all claims submitted, the total amount of payments received, the number, dollar value and percent of rejected claims, the number, dollar value and percent of rejected claims subsequently recovered and the amount of unpaid balances collected from sources other than Medicare/Medicaid.

#### 17. Detailed Activity Report for Past Due Accounts

- b. The purpose of this monthly report is to monitor collection activity on past due accounts including the number and dollar value of notices sent and the number and dollar value of payments received.

#### 18. Implementation and On-boarding

- c. Describe the initial phases of this project, including a proposed implementation plan.
- d. Describe how you ensure that implementation and the transition to your system does not negatively impact the billing and collections processes for our organization.

- e. What resources will the Fire Department need to provide during onboarding and implementation?
- f. Describe the support and training you provide during the onboarding process and describe the ongoing support and training for our administrative personnel that you will provide as the transition to the new system is complete.
- g. Describe available resources for education to administrative or line staff.

19. Experience and References

- h. Provide the following information about the proposed team's relevant experience:
  - Provide up to five (5) references for current EMS billing services customers (municipal customers preferred, if applicable);
  - List professional consultants/technical services outside your firm you propose as part of your team that will provide services not available in your firm
  - Provide a description of other relevant information demonstrating the team's qualifications for the services to be provided.

20. Provide a security risk assessment to meet the OIG standards once a year.

21. Membership Program

- i. We currently have approximately 400 members that pay an annual fee for the ability to use the ambulance service for the

### **Section 7.03    *Cost Proposal***

Provide a schedule of the fees that would be charged to the Unified Government for all services. Fee schedule should be comprehensive to include all charges with a brief description of the fees and how these fees will be calculated. Fees, whether flat rate or contingency based, shall be all inclusive.

### **Section 7.04    *Performance***

How would the Offeror approach the situation if we should experience consistently unresolved performance issues from assigned personnel? Who would be responsible for resolving this type of issue?

## **Article VIII. Evaluation and Selection**

The Unified Government will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

### **Section 8.01 Selection Criteria**

#### **(a) Understanding of the Project 30%**

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified pertinent issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the Offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

#### **(b) Methodology Used for the Project 25%**

Proposals will be evaluated against the questions set out below.

1. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
2. How well does the methodology interface with the time schedule in the RFP?

#### **(c) Experience and Qualifications 25%**

Proposals will be evaluated against the questions set out below.

*Questions regarding personnel.*

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?

4. How knowledgeable are the Offeror's personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the firm:*

1. How well has the Offeror demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the Offeror regarding timely and successful completion of projects?
3. Has the Offeror provided letters of reference from previous clients?

**(d) Contract Cost                      20%**

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

1. How reasonable are the Offeror's cost estimates?

## **Attachments**

Attachment A: Signature Page  
Attachment B: Debarment Form  
Attachment C: Intent to Self-Perform  
Attachment D: No Response Form

**Attachment A - Signature Page**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**RFP R41494  
"Billing Services for KCKFD-EMS"**

**AUTHORIZED SIGNATURE**

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or since, the response;

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached response has been prepared in compliance with the specifications and that the quotations are valid for a period of   90   days.

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_



**Attachment B  
DEPARTMENT OF PROCUREMENT & CONTRACT  
COMPLIANCE**

**SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR  
SUSPENSION**

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$50,001. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - a. The Offeror and/or any of its Principals:
    - i. \_\_\_\_\_ Are \_\_\_\_\_ Are not  
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - ii. \_\_\_\_\_ Have \_\_\_\_\_ Have not  
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - iii. \_\_\_\_\_ Are \_\_\_\_\_ Are not  
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
    - iv. \_\_\_\_\_ Have \_\_\_\_\_ Have not  
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

- 3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
- 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

<b>For Office Use Only: Bid</b> _____	<b>RFQ</b> _____	<b>P.O. #</b> _____
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**Attachment C  
Intent to Self -Perform**

Affidavit of \_\_\_\_\_  
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Offeror agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Offeror to the commitments herein contained.

Sign \_\_\_\_\_

Date \_\_\_\_\_

**NO RESPONSE FORM – Attachment D**

If you choose not to submit a response, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

**Buyer: Kelly Regan**

**Telephone: (913) 573-5447**

**Return by Fax: (913) 573-5444**

Due Date: 5/8/2025

Number: R41494

Description:

Please check the appropriate response(s). We respectfully submit “No Response” for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the Unified Government of Wyandotte County.
- 4. Other (comment below or provide your response on your business/firm letterhead).

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Business/Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone No.: \_\_\_\_\_