

Request for Proposal For:

EMS Medical Billing, Collections, and Revenue Cycle Management Services

RFP ID number: 2025-KCEAA Medical Billing, Collections, and Revenue Cycle Management Services

Issue Date: APRIL 1, 2025

Response Due Date: MAY 15, 2025

All Responses must be mailed, by certified mail, return receipt requested, to:

**KCEAA
601 Brooks Street
Charleston, West Virginia 25301
Attn: John Shaheen (EMS Billing RFP)**

To be deemed compliant with the requirements of this RFP, Responses must include a complete paper copy of the proposal, including all attachments, as well as a USB/flash drive containing an electronic version of the proposal saved in a searchable portable document format (PDF).

Submissions will remain unopened and confidential until the date for reviewing submissions. Amended submissions may be submitted in this fashion until the deadline for submissions. If multiple submissions are submitted from the same Offeror, only that submission with the latest post mark date will be considered.

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1.00 Introduction

1.01 Overview

Kanawha County (WV) Emergency Ambulance Authority (“KCEAA”) is soliciting proposals (“Response(s)”) from qualified EMS Medical Billing companies (“Offeror(s)”) for billing and collection services (“Services”) as set forth in detail on Exhibit A. The successful Offeror will provide Services meeting or exceeding the specifications as set forth in Exhibit A for a term of three (3) to five (5) years (to be negotiated).

1.02 General Notices and Requirements

KCEAA may, in its sole discretion, reject any or all Responses. Because KCEAA is a non-profit corporation receiving public funding, KCEAA is extremely sensitive to avoid even the appearance of a conflict of interest. Accordingly, out of an abundance of caution, KCEAA will not consider any proposal from any Offeror that has any direct financial relationship with either TSG Consulting or the legal and consulting firms of Page Wolfberg & Wirth LLC and PWW/AG, and all associated entities (collectively, “PWW”), both of which have provided consultation services associated with this RFP.

The successful Offeror, if any, will be required to enter into a contract (“Contract”) with KCEAA which will incorporate this RFP and the successful Response to the RFP and which will include other standard terms substantially in form set forth on Exhibit A hereto. The foregoing notwithstanding, any final Contract may differ in some respects from the terms of this RFP and/or the Offeror’s Response.

1.02.01 Response to the RFP Binding Upon Offeror

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

1.02.02 Response Modification or Withdrawal

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

1.02.03 Non-conforming Responses

KCEAA reserves the absolute right, in its sole discretion, to reject any or all Responses and to reject non-conforming Responses. KCEAA also reserves the right to waive technical nonconformities when the Response is substantially compliant and KCEAA decides doing so is in its best interests.

Responses determined by KCEAA, in its sole discretion, to be non-conforming may be rejected. A Response may be considered non-conforming for the following non-exhaustive list of reasons:

- The Response does not meet the Submittal Requirements.
- It appears that there was collusion with other Offerors.

- The Response was received after the deadline for submission.
- The Response contains irregularities.
- The Response is not in the form set forth in the Submittal Requirement.
- Unbalanced value of any items.
- Offeror does not meet the Minimum Qualifications.

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

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

1.03 About KCEAA

1.03.01 Mission Statement

MISSION STATEMENT

Our MISSION is to provide professional health care and support services while maintaining a standard of excellence.

Our GOAL is to enhance the quality of life for all we serve.

Our ROLE within the community is to promote growth and development, to prevent accidents and illness through education, and to alleviate suffering.

Our VISION is a community where wellness, trust, and harmony are the way of life.

1.03.02 KCEAA's Goals for this RFP

- Enhance revenue from ambulance services.
- Reduce costs associated with the revenue cycle management.
- Improve provider and patient experience with the billing process.
- Leverage best practices and economies of scale to maximize impact of system integration and cybersecurity protections.
- Improve billing cycle reporting available to KCEAA management and Board.

1.04 Term of Contract

KCEAA is seeking a long term, mutually beneficial relationship, consistent with this RFP. The successful Offeror will be asked to enter into a Contract for Services in accordance with the performance standards outlined in this RFP.

1.05 Overall Evaluation Process

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

1.06 Selection Criteria

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

Evaluation Criteria	Weight %
Quality, experience, responsiveness, and completeness of Response	10
Cost proposal	25
Evaluation/performance of demonstration	25
Meets or exceeds Scope of Work requirements	20
Offeror's stability, reputation, product history	10
Customer References	10
Total	100

The evaluation process may also include:

1. Follow-up questions and answers with some of the Offeror's staff;
2. On-site demonstration(s);
3. Reference checking with other customers utilizing the Offeror's Services; and
4. Site visits to comparable agencies utilizing the Offeror's Services.

1.07 Final Selection Process

KCEAA reserves the right to ask for a best and final offer once the bids are reviewed from one or more of the bidders.

Once the final selection has been made, KCEAA will then enter into negotiations of the final Contract with the Offeror whose overall solution and Services best meet the needs of KCEAA. The winning bidder award is contingent on the successful negotiation of a final Contract. If an acceptable final Contract cannot be negotiated, KCEAA shall have the right to attempt to negotiate a Contract with the second bidder.

The selected Offeror may not (and need not) be the lowest priced proposal.

1.08 Evaluation Timeline

Item	Date
Release RFP	April 1, 2025
Deadline for Written Proposal Questions	April 22, 2025
Response to Written Proposal Questions	April 30, 2025
Proposal Due Date	May 15, 2025
Proposal Evaluations	Completed by June 15, 2025
Offeror Interviews (Oral Presentations)	Completed by June 30, 2025
Final Recommendation by Committee	Submitted to Board by July 15, 2025
KCEAA Board / Executive Approval	Approved by July 31, 2025
Begin Implementation	Begin by September 1, 2025

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

2.00 Offeror Response Guidelines

2.01 Proposal Format

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

2.02 Proposal Submission

Responses to this RFP may only be delivered electronically. Responses delivered through any other means shall be rejected as non-compliant with this RFP. The Offeror must submit a copy of the Submittal Requirement and a completed copy of Exhibit A no later than 4:30 p.m. EST on the proposal due date.

All Responses must be submitted in accordance with the provisions outlined on page 1 of this RFP and must include both a complete paper copy of the proposal as well as a USB/flash drive containing an electronic version of the proposal saved in a searchable PDF.

2.03 Pre-Proposal Questions and Responses

Questions, change requests, and clarification requests must be sent via email only to John Shaheen at rfpinquiries@kceaa.org with “Read Receipt Requested.” Respondents will

communicate exclusively with John Shaheen on matters relating to the RFP and will not communicate with any other employee, director, agent, or representative of KCEAA. Any effort to communicate with someone other than John Shaheen shall disqualify the Offeror from consideration for this RFP.

Questions, change requests, and clarification requests must be submitted by the due date for questions specified in Section 1.08.

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

3.00 Submittal Requirements

Responses should provide clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. Any Response may be construed as non-conforming and ineligible for consideration if it does not adhere to these Submittal Requirements. KCEAA reserves the right, at its sole discretion, to waive any minor variances from the Submittal Requirements and/or to seek clarification prior to consideration of the Response.

3.01 EXPERIENCE

3.01.01 Offeror's Experience with Similar Services

Provide a brief summary of relevant background information about your organization and prior work experience relating to EMS Services. Provide a summary of the Offeror's experience within the last five (5) years in developing, implementing, and managing billing and collection services as described in Exhibit A (Statement of Work), or comparable programs. Include Offeror's experience in the following areas:

- (a)** Current experience in emergency and non-emergency medical services billing and collection of similar volume of claims, Standby/Special events and Mobile Integrated Health programs including government entities. For each program, including the following information:
 - (i)** Total number of claims processed annually
 - (ii)** Gross amounts billed
 - (iii)** Total amount of annual collections
 - (iv)** Net collection rate (defined as net collections as a percentage of gross billings less contractual adjustments) for all medical services billed
 - (v)** Fees paid to the Offeror for the services provided

- (b) Organizational Chart and Staffing:
 - (i) Provide an organizational chart that describes the Offeror's overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility.
 - (ii) Biographical summaries for key personnel that may be assigned to this project. Identify the team leader for this project, if awarded, and provide his/her specific experience working with EMS billing and collections.
 - (iii) Provide a staffing chart that describes the Offeror's proposed program and identifies program staff positions (by name and title, if known) and reporting responsibility. Offeror may combine both the organizational and staffing charts, as long as all of the requested information is presented.
 - (iv) Identify the roles and responsibilities of each lead staff and team member.
- (c) Describe recent innovative EMS billing and collections solutions with which Offeror has been involved in implementing, including any instances in which Offeror utilized out-of-the-box strategies to overcome significant financial challenges.
 - (i) Do you have experience in billing for Community Paramedicine services? If not, do you feel you will be able to handle billing for such services on behalf of KCEAA?
 - (ii) Do you have experience in billing for Treat In Place services? If not, do you feel you will be able to handle billing for such services on behalf of KCEAA?

3.01.02 Multi-Lingual Capability

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

3.01.03 Litigation

Provide a description of any lawsuits and their resolution, filed or resolved in the past five (5) years related to the Offeror's performance of Services, security breach (including but not limited to any breach of protected health information), or alleged breach of contract. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel concerning the status of such lawsuits and any pending or threatened litigation for years 2024-2025 (if applicable). IF THERE ARE NONE, PLEASE STATE SUCH IN THE SUBMITTAL RESPONSE.

3.01.04 Financial Stability

Offeror must provide audited financial statements for the past three (3) years or, if Offeror has been in business for less than three (3) years, for all years in which Offeror has been in operation.

3.01.05 Compliance with Healthcare Laws

Offeror must confirm that neither it nor any of its employees are currently or have been suspended, excluded, or disbarred from participating in any State or Federal programs. Offeror must confirm that it is not delinquent in any of its State or

Federal tax obligations.

3.01.06 Conflicts of Interest

Offeror must disclose whether it has any actual or potential conflict of interest, whether ethical or financial, that would prohibit it from acting in the best interest of KCEAA at all times. Offeror also must confirm that it is not subject to any of the disqualifying provisions set forth in Section 1.02.03, including but not limited to a direct financial relationship with either TSG Consulting or PWW.

3.01.07 References

Offeror is asked to provide a complete listing of all clients with whom it works within the State of West Virginia. In addition, Provide is asked to provide a list of at least five (5) business references for which Offeror has provided Services in the last five (5) years. In selecting these 5 references, Offeror should only include clients for whom it has provided work product that is substantially similar to the Services it seeks to provide to KCEAA under this RFP. References shall include the following:

- (a) Name of client organization;
- (b) Dates of Services provided; and
- (c) Name, title, business email, and business telephone number of primary client contract.

Note: KCEAA will make reasonable efforts to contact any references, and the inability to speak with any reference to whom reasonable efforts at contact have been made may be treated as an unfavorable reference for evaluation purposes. KCEAA reserves the right to contact other organizations for which an Offeror has previously performed Services, even if not listed as a reference.

3.02 PROGRAM DESCRIPTION

Provide a detailed description of how Offeror will perform the requirements of Exhibit A (Statement of Work). This description should not exceed twenty (20) pages. Offeror should focus on the methods and procedures that Offeror will use to meet the key requirements specified in the SOW. Descriptions for each work component should be in the same sequential order as listed below, and each description should be labeled with the appropriate section number.

- (a) Provide a detailed description of how Offeror will meet the requirements of Exhibit A, Sections 6.1 and 6.2, so as to operate as an independent billing and collection service and follow the approved schedule of fees.
- (b) Provide a detailed description of the plan to transition KCEAA from an internal billing department to the outsourced billing and collections Services sought by this RFP. In this description, please include the following information:
 - Are there any upfront costs or “extra” costs associated with the transition process (such as software costs, onboarding costs, training costs, etc.)? If so, provide an itemized listing of those fees.
 - What is the recommendation of Offeror with regard to the number of billing FTEs, if

any, that should be maintained by KCEAA after the transition in order to work with and assist Offeror in maximizing its collection Services?

- Will Offeror take over the processes and finalization of KCEAA's pre-existing (i.e., pre-transition) accounts? Note: While not necessarily a requirement of this RFP, KCEAA would prefer to have the selected Offeror take over all accounts (including pre-existing) at the outset of the final Contract. If Offeror is willing to comply with this preference, please answer the following questions: (i) What information will be required in order for Offeror to be able to do assume responsibility for pre-existing accounts?, and (ii) Is Offeror willing to negotiate a lower percentage fee on pre-existing accounts in which the majority of the work has been completed by KCEAA?
 - While not a requirement of this RFP, is Offeror willing to retain the services of any of the current KCEAA employees who may be discharged as a result of the outsourcing of billing and collection services? If so, how many individuals would Offeror foresee retaining to work with KCEAA or other clients of Offeror?
 - What type of training, if any, will Offeror provide to remaining KCEAA staff?
 - What risks (financial or otherwise) should KCEAA expect to face as it undergoes this transition? What can KCEAA expect Offeror to do to mitigate each of the risks identified?
 - In the event the Contract is terminated or not extended, what is Offeror's process for transitioning clients? How will KCEAA's records be stored by Offeror? In what format will KCEAA be offered its records at the conclusion of the relationship between the parties?
- (c)** Provide a detailed description of the Strategic Account Manager's responsibilities and duties as required in Exhibit A, Section 6.3.
- (d)** Provide a detailed description of how Offeror plans to obtain billing data for all ambulance services, payer source information, patient eligibility, services provided, and patient condition as listed in Exhibit A, Section 6.4. Please also describe how Offeror's billing platform is able to integrate with and pull data from EMS Charts.
- (e)** Provide detailed description of Offeror's plan to establish and maintain a financial and banking plan for KCEAA and to share financial data including deposits, collections, fees, and other required data.
- (f)** The successful Offeror will be expected to attend KCEAA Board meetings, upon reasonable request, to address relevant reports regarding the billing and collection services being provided under the Contract.
- (g)** Provide a detailed description of how Offeror will meet the following requirements of Exhibit A, Section 7:
- (i)** Retrieval of Ambulance Services Information for Billing (see Section 7.1).
 - (ii)** Processes for Verification of Patient Ambulance Services Information (see Section 7.2).
 - (iii)** Determination of Appropriate Payor (see Section 7.3). Describe your ability to interface with and extract information from a bi-directional data

exchange. Please also describe your ability to interface with and extract information from facilities and hospitals billing systems to assist with identifying the appropriate payor source for all claims.

- (iv) Receipt of Payments (see Section 7.4).
- (v) Unpaid Accounts (see Section 7.5).
- (vi) Refunds (see Section 7.6).
- (h) Describe Offeror's methodology to collect and submit all required data and reports listed in Exhibit A, Section 8. Describe the process and identify staff responsible for maintaining and tracking data, and how the Offeror plans to ensure the quality of the data.
- (i) Describe how Offeror will utilize automation to meet the data collection and automation requirements included in Exhibit A, Section 9. Describe the process and identify staff responsible for maintaining automation, collecting, and reporting of the data, and issuing monthly invoices accompanied by electronic reports.

3.03 FISCAL REQUIREMENTS AND PRICING

- (a) KCEAA anticipates that the final Contract will provide that the compensation to be paid to Offeror will be some percentage of revenues collected by Offeror on behalf of KCEAA. KCEAA is committed to obtaining optimal cost efficiency (i.e., lowest overall price for the highest overall performance). KCEAA reserves the right to select the Offeror submitting the proposal that represents the best value to KCEAA based on the overall evaluation criteria contained in this RFP.
- (b) Offeror shall complete Exhibit B (Fee Schedule), proposing the percentage of revenues collected that will constitute the fee to be paid by KCEAA in consideration for Services provided.
- (c) Explain in detail how the collections will be handled, stored, controlled, and transferred between KCEAA and Offeror for payment of fees owed to Offeror for Services provided.

3.04 EXPECTED OUTCOMES

- (a) What has been Offeror's typical outcome in terms of increases in revenue per service billed after the transition from utilizing internal billing and collections to utilizing Offeror's Services?
- (b) What is the expected turnaround time from Offeror's receipt of complete trip data from KCEAA to issuance of billing statement(s)?
- (c) What is your average collection rate, expressed as net collections over net billings (gross billings less contractual adjustments) across all accounts maintained by Offeror?

3.05 CYBER SECURITY PLAN AND CAPABILITIES

- (a)** Provide detailed description of Offeror’s cyber security plan and its ability to safeguard the confidentiality of all collected data, to ensure that patient protected health information is not disclosed beyond the uses specified in the final Contract, and to make a timely report any unauthorized access to patient information to KCEAA.
- (b)** Offeror, if successful, shall be expected to sign the Business Associate Agreement (“BAA”) prepared by KCEAA, attached hereto as Exhibit D. Please confirm that Offeror is willing to sign the KCEAA BAA and is able to comply with all requirements contained therein.
- (c)** How often does Offeror update its security hardware and software? How often will Offeror backup the data received from KCEAA?
- (d)** Describe the cyber security insurance coverage maintained by Offeror, including policy limits and KCEAA may be added as an additional insured on Offeror’s existing policy.

EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Offeror shall provide billing and collection Services for the following ambulance services and programs:

- a. 9-1-1 Advanced Life Support Emergent (ALSE-1) A0427
- b. 9-1-1 Advanced Life Support Emergent (ALSE-2) A0433
- c. 9-1-1 Basic Life Support Emergent (BLSE) A0429
- d. 9-1-1 Ambulance Response Treatment No Transport –A0998
- e. Scheduled Advanced Life Support Non-Emergent (ALSN) A0426
- f. Scheduled Basic Life Support Non-Emergent (BLSN) A0428
- g. Scheduled Specialty Care Treatment &Transport (SCT) A0434
- h. Mileage (per mile) A0425
- i. Standby and Special Events
- j. Mobile Integrated Healthcare Programs
- k. Membership Programs
- l. Charity Care Program

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

2. Background Information

The cost of ambulance services provided by the KCEAA is funded through fees for residents and non-residents that use ambulance services in KCEAA’s service area, a special county property tax levy, and Mobile Integrated Healthcare programs. To facilitate the efficient billing and collection of ambulance fees, KCEAA desires to contract with a third-party contractor (“Offeror”), specializing in such Services.

Fees charged to individuals utilizing ambulance services are established by the KCEAA Board of Directors. Co-payments are collected from residents and non-residents. All residents and non-residents are billed for all unpaid balances for Commercial Insurance. If no insurance is found, the patient is billed for the service provided.

KCEAA’s fiscal year runs from July 1 – June 30. Information provided below is for the fiscal years of 2024 and 2023.

Billable Services by KCEAA:

	FY 2024	FY 2023
Total Transports	34,983	34,897

Net Cash Posted by KCEAA:

	FY 2024	FY 2023
Annual Net Collections from Ambulance Fees	12,211,752	12,439,394
MIH Program Annual Net Collections	92,500	126,000

Gross Charges Generated by KCEAA:

	FY 2024	FY 2023
Ambulance Transport Annual Gross Charges	20,078,646	20,149,613
MIH Program Annual Gross Charges	92,500	126,000

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

	FY 2024	FY 2023
Emergency Transports (ALSE 1)	9,832	10,592
Emergency Transports (ALSE 2)	137	180
Non-Emergency Transports (ALS-NE)	379	655
Emergency Transports (BLSE)	11,517	10,193
Non-Emergency Transports (BLSN)	12,988	12,995
Treatment no Transport (Care 3)	46	61
Specialized and Critical Care Transports (SCT)	67	100
Total Transports	34,966	34,776

Current Fees for each of the service levels:

	Effective 1-1-25	Previous
ALS-E	1,550.22	684.84
BLS-E	1,305.43	414.47
ALS-NE	979.06	681.84
BLS-NE	815.88	313.09
ALS-2	2,243.70	687.39
CCT	2,651.68	1029.71
MILEAGE	29.06	9.02

Billed Miles Driven Per Year:

	FY 2024	FY 2023
Miles	440,747	425,929

Payer Mix (Collections):

	Payer Mix	
Payer	FY 2024	FY 2023
Medicare	24%	25%
Medicare Advantage	33%	28%
Medicaid	7%	7%
Medicaid MCO	16%	16%
Commercial	14%	14%
Uninsured	1%	1%
Facility Responsible	1%	5%
Federal, work comp, other	4%	4%
Total	100%	100%

	Other Programs	
Payer	FY 2024	FY 2023
MIH Programs	92,500	126,000

3. Goals and Outcomes

- 3.1 Goal: Offeror shall provide billing and collection Services for all ambulance services and programs listed under Exhibit A.
- 3.2 Outcome Objectives: Offeror shall maximize payments per service.
- 3.3 Process Objectives: Offeror shall process information for 100% of billings submitted to Offeror by KCEAA for all services provided, as described in Section 1.

4. Target Population and Geographic Area

- 4.1 Target Population: KCEAA responds to emergency and non-emergency calls for both residents and non-residents within KCEAA's service area, as defined in 4.2 below. In addition, KCEAA may also be asked to respond to emergency and non-emergency calls outside of KCEAA's primary service area boundaries. Each of these situations may result in a billable fee that would be referred to Offeror.
- 4.2 Geographical/Regional Service Area(s): KCEAA currently provides services to the entirety of Kanawha County, West Virginia.

5. Definitions

- 5.1 ALS: Advanced Life Support
- 5.2 BLS: Basic Life Support
- 5.3 SCT: Specialty Care Transport
- 5.4 Account: Electronic record maintained for each service that specifies the amount owed, payer identified, and transactions.

- 5.5 **Collections:** Total amount of payments received on accounts during a specified time period. For the purposes of this contract, this term does not refer to a Collection Agency, or a third-party entity that pursues payments on loans or debts when billing and collection efforts described herein have been unsuccessful.
- 5.6 **Invoicing Cycle:** An invoice is created immediately upon receipt of patient and transport information. Payment in full is due thirty (30) days after the service was rendered. Offeror shall attempt to collect unpaid accounts using standard collection methods. Unpaid balances remaining after 180 days shall be referred to KCEAA for further collection efforts.
- 5.7 **Net Collections:** Total amount of payments received on accounts during a specified time period, minus any refunds applied to the account.
- 5.8 **Mutual Aid Services:** Ambulance services provided to anyone outside KCEAA boundaries by KCEAA ambulance service provider.
- 5.9 **Self-Pay Account:** An account where a third-party payor has not been identified and the individual receiving the service, or a responsible party, is billed.

6. **General Requirements for Service Delivery**

- 6.1 **Independent Billing and Collection Service:** Offeror shall operate as an independent billing and collection entity, and KCEAA will designate Offeror as its agent for the purpose of providing the billing and collection Services. Offeror shall conduct itself as the intermediary for Medicare, Medicaid, Commercial Insurance, and Payor agreements that include Facility, Standby/Special Events, MIH programs, membership programs and other sources of payment.
- 6.2 Contractor shall submit billing based on the current fee schedule approved by the Board of Directors. Established Fees are listed below:

Service Level/Type	HCPSC Code	Fee
Advanced Life Support (ALS) - Emergency	A0427	1,550.22
ALS - Level 2 - Emergency	A0433	2,243.70
ALS - Non-Emergency	A0426	979.06
Basic Life Support (BLS) - Emergency	A0429	1,305.43
BLS - Non-Emergency	A0428	815.88
Specialty Care Treatment, or Transport	A0434	2,651.68
Mileage (per mile)	A0425	29.06

- 6.3 **Strategic Account Manager:** Offeror shall designate a Strategic Account Manager to serve as the liaison with KCEAA.
- 6.3.1 Strategic Account Manager must have working knowledge of emergency medical services billing operations and serve as a point of contact for communications regarding billing services.
- 6.3.2 Offeror shall notify KCEAA of changes to the designated Strategic Account Manager within three (3) business days.

6.4 Communication with KCEAA

6.4.1 Offeror shall communicate with KCEAA to obtain the following:

- (a) All ePCR information contained in EMS Charts which includes but is not limited to the following: patient demographic information, level of service, priority level of incoming call to the call center, patient assessment and treatment, mileage, chief complaint, HIPAA signature, billing signature and crew information.
- (b) Notification to KCEAA of any accounts that require special attention when an ePCR is incomplete.
- (c) Required paperwork and authorizations for all Non-Emergency scheduled transports to complete the billing process.
- (d) Standby/Special Event agreements to bill for the scheduled services and/or event.
- (e) MIH program documentation required to complete the billing process for each program.

6.4.2 Training. Offeror shall provide training to KCEAA staff, as needed but not less than once a year, as well as at KCEAA's request regarding Offeror's billing processes.

6.5 KCEAA Access: Offeror shall allow KCEAA to monitor, audit, review, examine, or study the methods, procedures, and results of the billing and collection methods used.

6.6 Adherence to State and Federal Laws and Regulations: Offeror shall adhere to all State and Federal laws and regulations in effect during the term of the Contract.

6.7 Confidentiality:

6.7.1 Offeror shall be responsible for abiding by applicable laws and regulations regarding data collected for each client.

6.7.2 Offeror shall use administrative, physical, and technical safeguards to prevent unauthorized access to patient records.

6.7.3 Offeror shall not use or disclose patient information beyond the uses specified in the Contract.

6.7.4 Offeror will report to KCEAA any unauthorized access to patient information.

6.8 Financial and Banking Information:

6.8.1 KCEAA will establish and maintain a lock box at XXXXX bank.

6.8.2 Offeror shall deposit all collections received to the designated bank account.

7. Specific Requirements for Service Delivery

7.1 Retrieval of Ambulance Services Information for Billing

7.1.1 KCEAA uses EMS Charts as its ePCR provider. Offeror shall develop and maintain procedures for electronic retrieval of information regarding ambulance services which includes but not limited to the following: patient demographic information, level of service, priority level of incoming call to the call center, patient assessment and treatment, mileage, chief complaint, HIPAA signature, billing signature and crew information. Offeror shall provide this information to KCEAA upon request.

7.1.2 Offeror shall begin retrieval of ambulance services information and patient electronic medical record for ambulance services provided on or after the effective

date of the Contract.

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

7.2 Process for Verification of Patient Ambulance Services Information

- 7.2.1 Once the patient ambulance services information is received, Offeror shall review each record for completeness and accuracy.
- 7.2.2 Offeror shall develop and maintain procedures on verification of patient ambulance services information. Offeror shall provide this information to upon request. Offeror shall make efforts to complete the missing information including the following:
 - (a) Contact with the appropriate KCEAA personnel.
 - (b) Contact with patients who received services, when appropriate.
 - (c) Contact with facilities that receive transported patients, when appropriate.
 - (d) Discuss issues regarding information verification at set meetings between KCEAA and Offeror.
- 7.2.3 Once patient information is complete, Offeror shall create an account for the service provided.

7.3 Determination of Appropriate Payor

- 7.3.1 For all accounts, Offeror shall screen to determine all appropriate payors, including but not limited to individual persons, insurance carriers, Medicare FFS, Medicare Risk, Medicaid, Medicaid MCO, third parties, governmental and quasi-governmental agencies, and any other source of payment identified.
- 7.3.2 Prepare and submit claim(s) and any other required forms to all appropriate payors, electronically when possible.
- 7.3.3 Track all claims submitted and implement a follow-up system for denied or disallowed claims and claims that have not received a response or returned as undeliverable. Offeror shall provide this information to KCEAA upon request.

7.4 Denied or Disallowed Claims: Offeror shall implement a procedure for handling denied or disallowed claims that includes:

- 7.4.1 Reviewing claim previously submitted for accuracy.
- 7.4.2 Resubmitting the claim per the payor's appeal process where applicable.
- 7.4.3 Contacting patients who received services.

7.5 Claims with No Response or Returned as Undeliverable

- 7.5.1 For submitted claims that do not receive a response within thirty (30)

calendar days (or longer per payor guidelines) or are returned as undeliverable, Offeror shall follow up with payor on claim and resubmit claim where applicable.

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

7.5.3 If no appropriate third-party payor can be identified, Offeror shall handle account as a self-pay account.

7.6 Self-Pay Accounts

7.6.1 Offeror shall send an invoice for services rendered by KCEAA to individual who received services, or a responsible party for that individual, in circumstances where a third-party payor cannot be identified. Invoice shall contain:

- (a) Date of services.
- (b) Name of patient.
- (c) Services provided.
- (d) Name of hospital for ambulance transports.
- (e) Account information including account number, amount due and a due date.
- (f) Offeror shall provide a toll-free number and email address on all billing statements for direct patient contact.
- (g) Payment instructions.

7.6.2 Offeror shall implement procedures to offer interest free, structured payment plans on self-pay accounts, when requested.

7.6.2.1 Offeror shall send a monthly invoice to patients who opt for a structured payment plan.

7.6.2.2 Monthly invoices must meet the criteria specified herein.

7.6.2.3 Offeror shall submit payment plan procedures to KCEAA for approval within sixty (60) days of contract execution and annually thereafter, if requested.

7.6.3 Offeror shall develop and implement a system to follow up on all self-pay, non-emergency transports where the facility is responsible, Standby/Special Events, and MIH accounts thirty (30) calendar days after initial invoice is sent.

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

7.6.3.2 Offeror shall submit a report to KCEAA of all accounts where no response is received after the second invoice.

7.6.3.3 If the patient receives the invoice and contacts Offeror with new third-party billing information, Offeror shall follow the requirements for third-party billing.

7.7 Receipt of Payments

7.7.1 Offeror must develop and maintain a process to ensure that every payment received is tracked, credited to the appropriate account, deposited into the designated bank account, and included in the required reporting to KCEAA. Offeror shall provide this information to KCEAA upon request.

- 7.7.2 All payments received by Offeror must be deposited into the designated bank account within three (3) business days.

7.8 Unpaid Accounts

- 7.8.1 KCEAA prefers for Offeror to transition all remaining unpaid accounts from KCEAA's current in-house billing system into its billing system within ninety (90) days after execution of the Contract.
- 7.8.2 Ninety (90) days after the completion of the Contract term, including any option years, Offeror shall transition all remaining unpaid accounts into the billing system of the new selected provider of billing and collection services for KCEAA and paid in accordance with Exhibit C pricing.
- 7.8.3 Offeror shall track accounts more than 180 days old for which no payments have been received and previous attempts to bill and collect have been unsuccessful and provide the list of accounts monthly to KCEAA.
- 7.8.4 Process for tracking payments collected by KCEAA's collection company for accounts older than 180 days.
- 7.8.5 KCEAA will determine which unpaid accounts are uncollectible and may be written off.

7.9 Refunds

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

8. Data Collection and Reporting Requirements

- 8.1 Offeror shall provide KCEAA reports with charts after each month end closeout with monthly and cumulative data by the fifth (5th) business day of the following month in a format to be agreed upon between KCEAA and Offeror. Offeror will provide KCEAA access to an Online Dashboard with real-time drillable data with the ability to download in excel and pdf formats. The reports and charts should tie to the monthly invoice and should include, at minimum, the following:
 - 8.1.1 Monthly and year to date Activity Summary report by payor, run by Period or Trip Date, that includes Gross Charges, Contractual allowances, net charges, revenue adjustments, payments, write-offs, refunds, and net balance.
 - 8.1.2 Monthly and year to date reporting by run number, trip date, posted date, charge type, HCPCS code, modifier, ICD-9 code, ICD-10 code to include gross charge, contractual allowances, net charges, revenue adjustments, payments, write-offs, refunds and net balance.
 - 8.1.3 Monthly reporting on Net Collections by service, Net Collections by month, Payor Mix, Run Mix, Loaded Patient Miles, and AR Days.
 - 8.1.4 Monthly Activity Summary Report by city.
 - 8.1.5 Summary and Detail Monthly Credit as a Type Report detailing the credits posted for the month to include manual and automatic contractals, revenue adjustments, refunds, payments, and write-offs.
 - 8.1.6 Monthly and Year to date gross charges by Emergent level of service and Non-

Emergent level of service.

- 8.1.7 Monthly and Year to date gross charges by Facility responsible party, Stand-by/Special Event responsible party and MIH responsible party.
- 8.1.8 Membership Reporting: Monthly Roster Report. Membership Revenue Report to include trip data by member with gross charges, contractual allowances, net charges, revenue adjustments, payments, write-offs, refunds, and net balance. Also provide year over year comparison reports of number of renewals vs number of non-renewals.
- 8.1.9 Aging reports by payor, aging date, and trip date.
- 8.1.10 Denial Reason Report of all denials by Payor, denial reason, and patient name.
- 8.1.11 Compliance reporting: ePCR Documentation by Paramedic Analysis Summary Report, ePCR Documentation by Agency Analysis Summary Report and ePCR Documentation Analysis Summary with industry benchmarking. Collection rates/amount by crew member.
- 8.1.12 Monthly records of daily bank deposits by type.
- 8.1.13 Other data:
 - (a) Provide an annual report in a format that is easily followed for the purpose of sharing with KCEAA Executives and Board of Directors. The annual report shall include a summary of the year's work by Offeror and their success in handling revenues and collections, including graphs and charts as visual aids.
 - (b) Self-Pay Accounts more than ninety (90) days old with no payments or responses
 - (c) Other information and reports as requested by KCEAA.
- 8.2 Offeror shall provide reporting to KCEAA for Medicaid and Medicare cost reporting purposes. Offeror shall also provide year-end ad-hoc reports to KCEAA's outside audit company.
- 8.3 Offeror shall retain all source documentation for seven (7) years from incident date, after which time Offeror shall destroy such documentation using records disposal procedures that prevent physical and/or digital retrieval or reconstruction of said documentation.
 - 8.3.1 Offeror shall maintain the confidentiality of all source documentation by securing it in locked, secure, and/or password protected storage when not in use and until such time as it is destroyed.
 - 8.3.2 Offeror shall maintain and make available to KCEAA, upon request, a destruction record which shall include a description of the documentation destroyed, the format of the documentation, and the date and method of destruction.

9. Automation

- 9.1 Offeror shall provide and maintain an electronic system or a system integrated with EMS Charts for retrieving patient ambulance data including demographic information, insurance, and miles of transport from ambulance service providers.
- 9.2 Computerized Billing System: Offeror shall provide and maintain a computerized billing system with the following capabilities:
 - 9.2.1 Create accounts for all ambulance records received from KCEAA.
 - 9.2.2 Generate electronic claims to be filed with major payors.

- 9.2.3 Track status of all accounts, including a method for follow up notifications at timed intervals after an action has been taken on an account.
- 9.3 Offeror shall provide all required reports electronically to include monthly reports accompanying the invoices and maintain records of each report.

10. Additional Qualifications

- 10.1 Offeror should have the ability to provide crew analytics.
- 10.2 Offeror shall provide dedicated account management.
- 10.3 Offeror coders and billers supporting KCEAA should be Certified Ambulance Compliance certified by the National Academy of Ambulance Compliance® (NAAC).
- 10.4 Offeror also should provide, at no additional cost, a NAAC approved online training platform to ensure continued documentation and compliance training in addition to providing NAAC continuing education credits.
- 10.5 Offeror must provide KCEAA a SSAE 18 audit from a reputable firm annually.
- 10.6 Offeror must be able to provide individual patient statement images and EOBs associated with patient's trip through web portal.
- 10.7 Offeror must provide ability to leave notes, provide instruction to Offeror and attach files directly to individual patient trips with history on web portal.
- 10.8 Offeror must provide delinquent account collections for accounts aged 120 days and older.
- 10.9 Offeror must have an online portal that provides access to:
 - 10.9.1 Reporting (daily reconciliation reports with access to online supporting documentation images).
 - 10.9.2 Individual patient account history.
 - 10.9.3 Patient Survey results.
 - 10.9.4 Crew analytics.
- 10.10 Offeror should show in depth knowledge and experience of West Virginia specific payors and state requirements.

EXHIBIT B – PRICING/PAYMENT SCHEDULE

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

Contract Term	Deliverable	Payment Frequency	Amount
Initial Term September 1, 2025 – August 31, 2028	All reports required per Exhibit A including total net collections	Monthly	____% of Net Collections

3. Invoices

- 3.1. Offeror shall submit one monthly invoice to KCEAA by the fifteenth (15th) day of the following month.
- 3.2. Invoices shall be submitted to: **ethanwalker@kceaa.org**
- 3.3. Offeror will be responsible for reimbursing KCEAA for any claim that is denied due to a violation of timely filing requirements. The amount Offeror will reimburse KCEAA will be the Usual and Customary Rate, as defined by the Fair Health Database.

EXHIBIT C – Expected Contractual Provisions

Offerors should expect that the provisions below will be part of any Contract issued by KCEAA under this RFP. Submission of your Response binds you to these terms and they will not be subject to negotiation.

Standard Contractual Provisions

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

2. Alternative Dispute Resolution: The parties agree that, in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship, they will make a good faith effort at mediating any disputes that may arise prior to resorting to litigation. Accordingly, if the parties are unable to resolve any disputes between them through informal means, they hereby agree that the dispute will be submitted to nonbinding mediation before any legal proceeding may be filed with any court. This mediation shall be conducted in Charleston, West Virginia, and all fees and expenses associated with mediation shall be divided equally between the parties. Likewise, in the event that one party alleges a breach of this Agreement by the other party and provides written notice thereof, the party alleged to be in breach shall be afforded a period of fifteen (15) days to cure the alleged breach. If the matter is not resolved to the satisfaction of the parties, then the matter must be mediated in accordance with the provisions of this section before legal proceedings may be filed. Further, the parties agree that all proceedings and communications in furtherance of, or in relation to, mediation shall be kept confidential by the parties to the greatest extent possible. No disclosure of any settlement award shall be made by either party except as required by law or as necessary or appropriate to effectuate the terms thereof.

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

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

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

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

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

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

9. *Compliance with Laws.* KCEAA and Offeror shall comply with all State and Federal healthcare laws in the performance of this Agreement.

10. *Compliance with Procurement Rules.* KCEAA and Offeror and their employees shall perform under this Agreement in accordance with the procurement rules established by KCEAA, and the parties agree that the transactions contemplated by this Agreement shall not be subject to West Virginia state procurement rules.

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

12. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of West Virginia without regard to its conflict of law's provisions and the venue of any litigation arising from this Agreement shall be in the Kanawha County Circuit Court or in the United States District Court for the Southern District of West Virginia, located in Charleston, West Virginia. The venue of any dispute resolution activity shall be in Charleston, Kanawha County, West Virginia.

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

14. Taxes. Provider recognizes that KCEAA qualifies as a tax-exempt agency pursuant to State and Federal law and is not responsible for payment of any amounts accountable or equal to any Federal, State, or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.

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

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

EXHIBIT D

KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made effective this ____ day of _____, 2025 ("Effective Date"), by and between **KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY** ("Covered Entity") and _____ ("Business Associate").

RECITALS

KANAWHA COUNTY EMERGENCY AMBULANCE AUTHORITY is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") and Subpart C, together with the definitions in Subpart A, is known as the "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") (the Privacy Rule and the Security Rule are collectively called the "Privacy and Security Rules").

Covered Entity and Business Associate are, and maybe in the future, parties to one or more agreements under which Business Associate provides certain necessary services ("Services") to Covered Entity. All such agreements now existing between the parties, as the same may hereafter be amended, renewed, or extended, together with any such agreements entered into between the parties after the date of this Agreement, together with any amendments, renewals, or extensions thereof, shall be subject to the terms and conditions hereof and shall collectively be referred to herein as the "Underlying Agreements." In connection with Business Associate's provision of Services to Covered Entity, Covered Entity discloses to Business Associate "Protected Health Information" ("PHI"), including "Electronic Protected Health Information" ("ePHI"), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate's receipt, use, disclosure, maintenance, storage, transmission, and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate's provision of Services to Covered Entity, when coupled with Covered Entity's disclosure of PHI to Business Associate, makes Business Associate a "business associate" of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), including modifications thereto made pursuant to the Omnibus Final Rule, and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, "HITECH") that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with HITECH and the Omnibus Final Rule's requirements to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity's disclosure of PHI to Business Associate, and Business Associate's use, disclosure, and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such receipt, use, disclosure, maintenance, storage, transmission, and/or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure of PHI and ePHI, pursuant to this Agreement and when and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in the HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Stimulus Act; and regulations adopted pursuant thereto, including but not limited to 45 C.F.R. Parts 160 and 164.
- (e) "HITECH Act" means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), Div. A, Title XIII and Div. B, Title IV, the Health Information Technology for Economic and Clinical Health Act.
- (f) "Omnibus Final Rule" means the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, as published at 78 FR 5565 on January 25, 2013, when and as effective.
- (g) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security Incidents shall not include routine activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access to Protected Health Information, or any use or disclosure of Protected Health Information.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or Services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Business Associate.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5) business days, of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and its implementing regulations) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees not to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH or the Omnibus Final Rule without individual authorization, unless (i) specifically required for the provision of Services under the Underlying Agreement; (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.

- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).
- (h) Off-Shoring of PHI. Business Associate will not and will not permit any employee, agent, contractor, or subcontractor to transmit, access, store, maintain, use, or disclose PHI to or by any person or organization physically located outside of the United States or any U.S. Territory.

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.
- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.
- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply. Business Associate agrees that it will not (i) enter into any subcontracts for Services to be provided under the Underlying Agreement(s) with any "off shore" or non-United States person, entity, or organization or (ii) enter into any subcontracts for Services to be provided under the Underlying Agreement(s) without the advance written consent of Covered Entity.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books, and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules and HITECH, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with

the Privacy Rule, when and as required HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, when and as required by HITECH.

- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity, when and as required by HITECH.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:
 - (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
 - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
 - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security, which may include encryption);
 - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
 - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies,

procedures, and document requirements contained within the Security Rule.

- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, shall store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Civil and Criminal Liability. Business Associate acknowledges that it shall be directly liable under the civil and criminal enforcement provisions set forth at 42 USC §§1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any use or disclosure requirements of this Agreement with respect to PHI and for failure to comply with its direct obligations under the Privacy and Security Rules and HITECH.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach; (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach; (iii) a description of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach; (iv) any preliminary steps taken to mitigate the damage; and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or

others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

- (n) Audit Rights. Business Associate shall, upon reasonable advance written notice, during regular business hours, grant Covered Entity, its agents and representatives, access to Business Associate's records in order to audit and inspect Business Associate's policies, processes, safeguards, implementation, and practices as regards Business Associate's obligations hereunder for the purpose of confirming and verifying compliance.

4. Obligations of Covered Entity.

- (a) Limitation in Notice of Privacy Practices. Covered Entity will notify Business Associate of any limitation in Covered Entity's Notice of Privacy Practices in accordance with the Privacy Rule, to the extent that the limitation may affect Business Associate's use or disclosure of PHI.
- (b) Changes in Permission by Individual. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that the change may affect Business Associate's use or disclosure of PHI.
- (c) Restriction on Use/Disclosure of PHI. Covered Entity will notify Business Associate of any restriction on the use or disclosure of PHI that has been agreed to with an Individual and any restrictions on marketing or fundraising to the extent that the restriction may affect Business Associate's use or disclosure of PHI.
- (d) Permitted by the Privacy Rule or HITECH. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or HITECH if done by a Covered Entity, except to the extent Business Associate will use or disclose PHI for, and this Agreement includes provisions for, Data Aggregation by or management, administrative, and legal activities of Business Associate.

5. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.

- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement and report the breaching party to the Secretary.
 - (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.
 - (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 6. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, and any other implementing regulations or guidance.
- 7. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained the following insurance covering itself and each subcontractor or agent, if any, through whom Business Associate provides services: (i) a non-eroding policy of cyber security and electronic data processing insurance with limits of liability not less than \$2 million per occurrence and \$5 million in the annual aggregate; and (ii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
- 8. Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its Workforce against all actual and direct losses and all liability to third parties arising from or in connection with any breach of this Agreement by Business Associate or its employees, subcontractors or agents, or any negligence or wrongful acts or omissions (including failure to perform its

obligations under the Privacy and Security Rules and HITECH). Business Associate agrees to reimburse covered entity for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon Covered Entity or its employees, directors, officers, subcontractors, agents or other members of its Workforce, by reason of any suit, claim, action, proceeding, or demand by any third party which results from a breach of this Agreement by Business Associate or its employees, subcontractors or agents. This indemnification requirement shall not be subject to any limitations of liability provisions contained in any other agreement between the parties.

9. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and HITECH.
10. Survival. The obligations of Business Associate under Sections 5(d) and 7 of this Agreement survive any termination of this Agreement.
11. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
12. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein, Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.
13. Equitable Relief. In the event of a breach by Business Associate of any of Business Associate's obligations hereunder, Covered Entity shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain interim, interlocutory and permanent injunctive relief without the necessity of posting a bond or proving either actual damage or that any irreparable harm would or might result from a failure to obtain such injunctive relief, it being acknowledged and agreed by all parties hereto that any such breach will cause irreparable harm to Covered Entity and that monetary damages, alone, will not provide an adequate remedy (provided that no provision of this Agreement shall preclude Covered Entity from seeking and collecting monetary damages).
14. General Administrative Provisions.
 - (a) Points of Contact. For purposes of notice and other communications regarding this agreement, the parties initially appoint the following individuals to serve as points of contact:

For Covered Entity:

**KANAWHA COUNTY EMERGENCY
AMBULANCE AUTHORITY**
601 Brooks Street
Charleston, West Virginia 26301
Attention: Executive Director

For Business Associate:

Attention: _____

Either party may change its designated point of contact by written notice to the other.

Any notices required by this Agreement will be sent to the above-named Point of Contact of by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient; (ii) personally delivered; or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal; (ii) the date shown on the registered mail, certified mail, or private delivery service receipt; (iii) the date personally delivered; or (iv) two (2) business days after the date of mailing of a notice sent by regular mail.

- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or affect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.

- (f) Covered Entity and Business Associate represent agree that as to the Underlying Agreements, Business Associate is in independent contractor of Covered Entity, and that they are independent contractors as regards and for the purposes of this Agreement, and neither is an agent of or on behalf of the other.
- (g) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy. Signatures by facsimile or in portable document format ("PDF") shall be accepted by the parties as original signatures.

COVERED ENTITY:

**KANAWHA COUNTY EMERGENCY
AMBULANCE AUTHORITY**

By: _____

Printed Name: Monica Mason

Title: Executive Director

Date: _____

BUSINESS ASSOCIATE:

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A: Proposal Forms

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

- Binding Response Form (Use as cover Sheet for Proposal)

BINDING RESPONSE FORM

Attach as Cover Page to RFP Response

RFP Title: _____

RFP ID no. **2025-KCEAA Medical Billing, Collections, and Revenue Cycle Management Services**

OFFEROR NAME: _____

DATE OF SUBMISSION: _____

On behalf of the above-named Offeror, I hereby submit the attached Response to RFP no. 2025-KCEAA issued by KCEAA. I certify that I am authorized to bind the Offeror to the terms of the attached Response and the terms of the Cost Proposal which is being submitted separately to KCEAA. The Response, including the Cost Proposal, shall be binding on the Offeror for no less than 120 days from the deadline for submission. I understand that this Response may not be withdrawn after the deadline for submission. On behalf of the Offeror, I agree that any inaccuracies or errors in the Response or Cost Proposal are the sole responsibility of the Offeror and will be binding on the Offeror, notwithstanding the inaccuracies or errors.

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

AUTHORIZED SIGNATURE:

By: _____

Title: _____