

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
EMS MANAGEMENT & CONSULTANTS, INC. (EMS|MC)**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and EMS Management & Consultants, Inc. (EMS|MC), a company incorporated in the state of North Carolina (the "Supplier"). The City and the Supplier are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP 2026-046 EMS Cost Recovery Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Suppliers to provide EMS Cost Recovery Services (the "Services").
- B. The Supplier responded to the RFP by submitting a proposal (the "Proposal"), incorporated herein by reference, and the City desires to enter into an Agreement with the Supplier for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Supplier hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement.
  - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
  - b. Renewal Terms. After the expiration of the Initial Term, this Agreement may renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
  - c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Supplier, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Supplier shall continue to perform its obligations under this Agreement.
3. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Supplier shall provide the specific Services to the City as may be agreed upon between the Parties, in the form of a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit A and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Supplier acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

4. Compensation. The City shall pay Supplier for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference. The Supplier shall not commence any billable work or provide any Materials or Services under this Agreement until the Supplier receives an executed purchase order from the City.

The City's Procurement Officer will only review fully documented requests for price increases after the Initial Term. If the Supplier desires to increase its prices for any Renewal Term, the Supplier shall notify the Procurement Officer sixty (60) days or more prior to the end of the Initial Term or the then current Renewal Term and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the agreement Renewal Term.

5. Payments. The City's standard payment terms are net 30 days. The City shall pay the Supplier monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Supplier. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later. Invoice(s) must be submitted by July 31 for all work completed prior to June 30.

6. Safety Plan. Supplier shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Supplier's sole determination, the Services to be provided do not require a safety plan, Supplier shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Supplier Personnel. Supplier shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Supplier agrees to assign specific individuals to key positions. If deemed qualified, the Supplier is encouraged to hire City residents to fill vacant positions at all levels. Supplier agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Supplier shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Supplier's performance. The Supplier shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Supplier shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Supplier. The City has no obligation to provide Supplier, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Supplier.

11. Performance Warranty. Supplier warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Supplier shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person

being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Supplier, its officers, employees, agents, or any tier of subcontractor or person for which Supplier may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

### 13. Insurance.

#### 13.1 General.

- A. **Insurer Qualifications.** Without limiting any obligations or liabilities of Supplier, Supplier shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. **No Representation of Coverage Adequacy.** The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Supplier from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. **Primary Insurance.** Supplier's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. **Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Supplier. Supplier shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Supplier shall be solely responsible for any such deductible or self-insured retention amount.
- I. **Automatic Escalator.** The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

The statutory waiver of sovereign immunity for **2025 is \$3,448,710** for all claims arising out of a single accident or occurrence.

- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Supplier shall either cover all subcontractors in the Supplier's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Supplier. Supplier shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Supplier shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Supplier shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Supplier will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Supplier's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Supplier shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Supplier's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Supplier under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Attn: Procurement and Contract Services  
220 S.E. Green Street

Lee's Summit, MO 64063 -2358

- M. Endorsements. Supplier shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

### 13.2 Required Insurance Coverage.

- A. Commercial General Liability. Supplier shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Suppliers, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Supplier shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Supplier's owned, hired and non-owned vehicles assigned to or used in the performance of the Supplier's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Supplier shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Supplier's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Supplier engages in any professional services or work in any way related to performing the work under this Agreement, the Supplier shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Supplier, or anyone employed by the Supplier, or anyone for whose negligent acts, mistakes, errors and omissions the Supplier is legally liable, with an liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Supplier.

- E. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Supplier engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Supplier shall

maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Supplier in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Supplier of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Supplier shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Supplier for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Supplier in default for the following reasons, which set forth examples, but are not the only reasons the Supplier may be declared in default:

1. Upon a breach by the Supplier of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Supplier, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Supplier for the benefit of creditors;
3. If the Supplier refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Supplier or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
  - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
  - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
  - c. a criminal violation of any state or federal antitrust law;
  - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;

- e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
- f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City Supplier.

- 5. If the Supplier or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
- 6. If the Supplier or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Supplier, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Supplier or any agent or representative of the Supplier to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Supplier an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Supplier informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Supplier hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Supplier further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

- 15.1 Independent Supplier. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Supplier acknowledges and agrees that all services provided under this Agreement are being provided as an independent Supplier, not as an employee or agent of the City. Supplier, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Supplier, its employees or subcontractors. Supplier is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Supplier do not intend to nor will they combine business operations under this Agreement.
- 15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 15.3 Laws and Regulations. Supplier shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Supplier shall include similar requirements of all subcontractors in Agreements entered for performance of Supplier's obligations under this Agreement. Supplier shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Supplier is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- 15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Supplier.
- 15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Supplier without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Supplier in violation of this provision shall be a breach of this Agreement by Supplier. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Supplier with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Supplier is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay

subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Supplier.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Supplier from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Supplier any amounts Supplier owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: City Attorney's Office

If to Supplier: EMS Management & Consultants, Inc. (EMS|MC)  
2540 Empire Drive, Suite 100  
Winston-Salem, NC 27103  
Attn: Emily Eckhoff

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Supplier shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from

the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Supplier's duties under this Agreement. Persons requesting such information should be referred to the City. Supplier also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Supplier as needed for the performance of duties under this Agreement. Supplier shall ensure its subcontractors are aware of and comply with this provision.

#### 15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Supplier with non-exclusive, limited access to the City's information technology infrastructure. The Supplier understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Supplier shall enforce all such policies, standards, regulations and restrictions with all the Supplier's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Supplier in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Supplier shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Supplier must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Supplier shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Supplier in connection with this Agreement is believed to have been compromised, the Supplier shall notify the City Manager, or authorized designee, immediately. The Supplier agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Supplier's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Supplier agrees that the requirements of this Section shall be incorporated into all subcontractor Agreements entered into by the Supplier. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Supplier ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Supplier shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Supplier agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Supplier under this Section shall survive the termination of this Agreement.

15.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Supplier's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Supplier from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

- 15.17 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- 15.18 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Supplier shall pay all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.
- 15.19 Cooperative Purchasing. Supplier, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Supplier. Supplier may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Supplier. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.
- 15.20 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Supplier's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- 15.21 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.
- 15.22 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.
- 15.23 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Supplier has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Supplier certifies that Supplier is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.
- 15.24 Debarment. By submission of its response, the Supplier certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision

of law. If the Supplier is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

15.26 Special Provisions. [Add here – if any].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager’s designee, executes the Agreement (“Effective Date”).

**CITY OF LEE’S SUMMIT**

\_\_\_\_\_  
Mark Dunning, City Manager                      Date

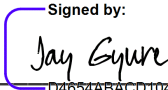
**ATTEST:**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Edward Rucker, Chief Counsel of Management and Operations

**EMS MANAGEMENT & CONSULTANTS, INC.**

Signed by:  
By  \_\_\_\_\_  
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Print Name Jay Gyure \_\_\_\_\_

Title Chief Financial Officer \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK FOR SERVICES

#### 1.0 INTRODUCTION / DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit Finance Department in conjunction with Lee's Summit Fire Department (LSFD) is seeking proposals from qualified firms/providers that can provide software, as well as implementation, training, and hosting options, for an EMS Billing and Collection Services. Companies shall have experience in providing invoicing, categorizing, recording, monitoring, supervising, and managing an Emergency Medical Services (EMS) cost recovery program.

#### 1.1 Description of Operations or Background:

The Lee's Summit Fire Department serves a geographical area of approximately 62 square miles and a population of approximately 107,281. In 2025 LSFD responded to 12974 total calls, of those, 70% or 9,082, were EMS calls. 2019 LSFD ran 10,700 incidents, 8,200 of those were EMS incidents. The current ePCR software utilized is ImageTrend Elite and the billing company utilized is EMS/MC.

The Finance Dept. and LSFD are looking to bring our EMS Billing, Collections and ePCR data input processes together to seamlessly work across both platforms.

#### 1.2 Current Environment and Strategic Direction:

Billing – The City is using EMS/MC for EMS billing and collection processing. Our expectation is that the future vendor has the current capacity to integrate with LSFD's ePCR with a streamlined auto-export process within the proposed ePCR software.

Electronic Patient Care Reporting (ePCR) – LSFD currently uses ImageTrend Elite ePCR. In an effort to keep pace with industry best practices and LSFD initiatives, we are seeking a solution that is highly configurable and agile.

Hosting – We are seeking a vendor that can provide a vendor-hosted system with industry standard security measures, HIPAA compliance, and backup instances of the City's data.

Security – The system must have tight security controls, which meet all regulatory, compliance, and audit standards.

#### 2.0 SCOPE OF SERVICES:

The City of Lee's Summit is seeking a complete response from vendors to perform billing, processing and collections of EMS fees and data. The selected Supplier will be responsible for the automated billing, processing and collection of EMS fees and data. The Supplier must demonstrate that they have the ability to successfully and efficiently transfer data from the City's ePCR system in order to provide accurate, timely and appropriate billing services. Supplier must demonstrate an ability to clearly delineate and operate a failsafe Data Recovery Project Plan should disaster or other unanticipated down time occur. Further, they 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 Supplier 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 Supplier must demonstrate established relationships with healthcare and insurance providers to ensure timely collection of relevant insurance information. Supplier 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. Firms are to utilize Form 5: Project Narrative to address compliance to the listed "Required Features" below.

## **2.1 Requirements**

The City's Finance Dept. will be responsible for program administration and oversight and the maintenance and operation of a credit card payment system with an appropriate financial institution. The Fire Department will be responsible for entry of incident/run specific data necessary for billing purposes. The projected timeline includes having a new contract in place on **July 1, 2026**.

## **2.2 Supplier Requirements**

The selected Supplier 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 the City of Lee's Summit and Supplier. The Supplier will be responsible for the provision and maintenance of all equipment, hardware and software (including all updates) associated with their billing and collection process.

The Supplier 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. Supplier must supply reliable telephone support services, with a toll-free (e.g. "800") number, for both the City and individual citizens.

Supplier must ensure complete and uninterrupted flow of service via backup systems and Data Recovery Project Plan and System should a disaster occur. Supplier 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 Missouri. Supplier must have the ability to maintain records on database to meet the federal and state medical record retention rules which is currently six (6) years.

The Supplier must provide the necessary billing personnel, at the specified times and places, at all times during the contract period. This would include customer service availability for 9 consecutive hours, Monday through Friday (7:30 am to 5:30 pm CST). If utilizing Artificial Intelligence, BOTS or other automated systems to review ePCRs, company will manually evaluate those that are rejected by the automated system for system accuracy.

## **2.3 Services Description**

Supplier shall provide electronic billing, collection and processing services for EMS transport through timely controlled collection processing and reconciliation. The Supplier must deposit receipts daily in demand accounts owned, controlled and designated by the City and in a manner subject to the direction of the City of Lee's Summit. EMS payments collected by the Supplier may include service charges and/or convenience fees when payment is rendered with a debit card or credit card. These fees must be remitted to the City the following business day of the collection. Applicable service charges or convenience fees will be applied to payments collected as instructed by the City.

Supplier will monitor all billing and regulatory changes impacting reimbursements and adjust system to ensure regulatory compliance; update the City of such changes with an explanation of how it will affect the City and its customers.

## **2.4 Operations of Electronic Billing**

Billing Services provided will involve the rendering of bills, full and accurate management of accounts receivable and maintaining auditable books and records. Supplier will also be required to provide monthly management reports to the Finance Department summarizing the performance of billing operations. The City shall have the ability to customize billing forms and follow-up letters per City requirements.

Should the billing company receive complaints about care rendered or operational issues, they will be forwarded to the LSFDD designee within 3 business days for follow-up and action.

## 2.5 Collection Services

Supplier shall collect all applicable and appropriate fees consistent with the City's billing and collections, policies, rules and regulations as set forth in writing by the City of Lee's Summit. The Supplier's activities shall conform in all respects to all federal, state and local laws, ordinances and regulations. Supplier shall propose procedures for the collection of EMS fees, including dealings with third party payers. Copies of notices utilized in other municipalities by the Supplier should be provided with the proposal. Supplier shall provide a toll-free telephone number for purpose of answering citizen and City inquires.

Continued collection efforts should be made for 180 days from the first billing date. The City currently is not utilizing a separate collection agent. However, the City reserves the right to initiate a delinquent payment collections program at a later date. Also, the City intends for the Supplier to report past due balances to at least one of the 3 major credit reporting agencies.

## 2.6 Collection Responsibilities

The successful Supplier will be required to operate an Electronic Billing and Collection System for all EMS related accounts. 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 Supplier shall file 90% of all Clean Claims within seven (7) 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 Supplier shall initiate follow-up with the appropriate City personnel, as designated by the City within seven (7) business days of receiving the transport data.

## 2.7 Payment Processing

The Supplier shall provide information regarding payment gateways and major clearing houses used. Vendors shall describe their procedures for the processing of payments for EMS services. Such procedures shall include but not limited to:

- Data Input
- Ability to identify payment source (i.e., Medicare, Medicaid, Third Party, HMO, etc.)
  - Encoding accounts using current methods required by insurance carriers for medical claims and standard transactions and code sets as required by applicable HIPAA regulations
- Batch controls for checks, notices and correspondence
- Verification of check amounts
- Microfilming/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

The Supplier shall post all payment to accounts and process refunds and adjustments in a correct and timely manner in accordance with applicable laws and as approved by the City. All credit card transactions shall also be processed in the same manner. The Supplier shall provide a detailed bill to the City on a monthly basis.

The Finance 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: EMS username, EMS user address including mandatory zip codes, date and time of service, Medicare number, Medicaid number, EMS incident number, Med-Act unit number, insurance number and social security number. If such is not possible, then the Supplier shall deliver such reports to the City on an agreed upon basis.

## 2.8 Management Reports

Supplier willingness and flexibility to develop unspecified reports is an essential consideration in the evaluation of the proposal. Address in your response any additional reports that can be provided including the potential of providing the monthly State of Missouri EMS data reports. 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.

Supplier 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 0-30 days old, 31-60 days, 91-180 days, and greater than 180 days; monthly activities report, and monthly deposit summary.

Other Minimum Reporting Requirements may include:

- Report of Transports and Services Received and Billed
- Report of Collection Activities
- Invoice Reports
- Supplier Activity Analysis Reports
- Medicare/Medicaid Activity Report
- Monthly Account Receivable Report
- Third Party Payers Activity Report
- Other Statistical Reports & Patient Care Reporting

## 2.9 Compliance Audits

The City reserves the right to retain an independent contractor to audit the records of the Supplier to ensure compliance with local, State and Federal laws. The audit will be conducted using a random sampling of cases; such sample will be statistically significant. Supplier will provide access to all records necessary to conduct the audit. Lastly, Supplier will provide, at their expense, an annual Service Organization Controls (SOC1 Type 2) report and a gap letter to the City of Lee's Summit.

## 2.10 Implementation/Work Plan

Supplier shall submit a detailed plan and timeline for implementation of the electronic billing, collection, processing and personnel training tasks. The plan should include an implementation schedule that includes the following:

### 2.10.1 Timeline for sending collections

A timeline for sending collection letters and for making telephone calls.

### 2.10.2 Project management controls and standards

Project management controls and standards, including sample management reports incorporating the requirements listed under Minimum Reporting Requirements, and a discussion of the Supplier's plans to protect the confidentiality of patient records and financial information.

Extent of knowledge of Medicare/Medicaid policies and procedures.

Extent of knowledge of Medicare/Medicaid policies and procedures as related to medical patient expense reimbursement, assignment of claims, itemized claims processing, duplicate payment processing and refunds. Provide a description of ongoing staff training programs to keep current on changes in industry standards, billing and collection regulations. Discuss the importance of complying with Medicare/Medicaid policies, procedures and directives. Describe, in detail, the Supplier's corporate compliance plan and demonstrate its adherence to the OIG's "Compliance Guidance for Third Party Medical Billing Companies, 63 FR 70138; (December 18, 1998) and the Supplier's process for screening employees and subcontractors, including periodic screening against the OIG's List of Excluded Individual/Entities (LEIE). Firms shall provide a list of past/present penalties/findings (if any) and their resolution.

### 2.10.3 Description of procedures for collecting Medicare/Medicaid insured accounts

Description of procedures for collecting Medicare/Medicaid insured accounts, as well as the handling of the unpaid portion of the Medicare/Medicaid bill and the Firms response to rejected claims.

2.10.4 Description of procedures for data interchange

Description of procedures for data interchange with City healthcare providers and those in other counties, regions and states for insurance billing information acquisition.

2.10.5 Description of procedures for collecting

Description of procedures for collecting Third Party Payer/Self Pay accounts, as well as the Firms response to rejected claims.

2.10.6 Plan for achieving compliance with the HIPAA security transaction and code

Supplier will describe its plan for achieving compliance with the HIPAA security transaction and code set (TCS) and privacy regulations, including its use of HIPAA-compliant software and the implementation of forms, policies and procedures to achieve HIPAA privacy compliance.

**2.11 Management Reports**

If the Supplier feels that reports other than those listed in the request would be useful to the City in monitoring/evaluating the City of Lee's Summit EMS service, please include a description or a sample of those reports.

**EXHIBIT B**  
**FEE PROPOSAL**