CITY OF SOUTH JORDAN
GRAMA Record Request
Fax: 801-254-3393

SOUTH JORDAN UTAH

The following form should be completely filled out and returned to the City Recorder's office. The City is allowed 10 business days in which to respond to your request. Presently, South Jordan City Charges .25¢ per page. The City may assess other fees for records compiled in a form other than that maintained. Research or Services Fee may be charged as provided by Utah Code 63G-2-203.

Requestor's Name: First Professional Services / Dart McGregor

Address: [redacted] City: W. Jordan

State: UT Zip: 84065 Daytime Phone: [redacted] Fax: [redacted]

In accordance with the **G**overnmental **R**ecords **A**ccess **M**anagement **A**ct, I am seeking the following record(s) **specifically described as:**

Current Ambulance Billing Contract (EMS Billing)

which I believe are collected, filed and/or used by the City of South Jordan, 1600 W. Towne Center Drive, South Jordan, Utah 84095 (801) 254-3742.

____ I would like to view/inspect the record(s).

X I would like to receive a copy of the record(s) described above. I understand that the City charges a fee for copies of records and the copies will be provided subject to fees being paid. I authorize cost of up to $ 5.00. If costs are greater than the amount I have specified, I further understand that the office will contact me and will not respond to a request for copies if I have not authorized adequate costs.

Dart McGregor
Signature

4/2/15
Date

==========

CITY'S RESPONSE TO RECORD REQUEST – FOR OFFICE USE ONLY

✓ APPROVED – Requestor notified on April 13, 20 15

____ DENIED – Written denial sent on _____, 20 ___

____ Requestor notified that this office does not maintain record; and, if known, was also notified of name and address of agency that does maintain record on _____, 20 ___

____ Extension of time for extraordinary circumstances. Required notice sent _____, 20 ___

COPY FEES: $ 5.00. If waived, approved by: _____

Anna M. West
Signature

4-13-15
Date

24 Pages – Contract 2008-0149 (only charged for 20 pages)

SJC CONTRACT NO:
2008-0149

Date of Contract / Agreement: December 15, 2008

Scheduled Destroy Date: _____

Certificate of Liability: (Insurance) YES _____ or NO X

Contract / Agreement on file: ORIGINAL X or COPY _____

Contract / Agreement Name: Pridemark Billing Services

Description: Medical Billing Services

Comments: _____

Set-Up By: Cindy Valdez Date: 1-7-09

Contract Review and Approval

Contract Title/Description: Medical Billing Services

Contractor: Pridemark Billing Services
Contract Date: December 15, 2008 – December 14, 2013
Account Number: N/A
Available Budget: N/A
Contract Price: 6% of amount collected

Approved as to:

Content: Chris Evans 12/15/08
Project Manager *(signature, date)*

Form: [signature] 12/15/08
City Attorney/Assistant City Attorney *(signature, date)*

Budget: Sunni K. Nash. 12/15-/08
Finance Officer *(signature, date)*

Service Group Authorization:

Department Director: Chris Evans 12/15/08
(signature, date)

Office of the City manager: Laurie Johnson 12/15/2008
(signature, date)

Copy Received:

City Recorder: Anna West 1-7-2009
(signature, date)

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT ("Contract") is made effective as of December 15, 2008, by and between South Jordan City, a political subdivision of the State of Utah ("City"), and Pridemark Billing Services ("Contractor"), for the purpose of establishing the terms and conditions in which the Contractor will provide professional billing services for the City.

RECITALS:

WHEREAS, the City is in need of professional services for medical billing, and has complied with all City purchasing policies; and

WHEREAS, the Contractor is a professional, experienced and skilled medical billing service provider; and is available and willing to perform the services as described in this contract and attached exhibits; and

WHEREAS, the parties intend to provide services pursuant to the terms of this contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

COVENANTS:

1.1 **REQUEST FOR PROPOSAL (RFP):** A copy of Request for Proposal #0809-002 and South Jordan City Core Values are attached hereto and by reference are incorporated as a part of this Contract with all terms and conditions contained therein being applicable to this Contract except as set forth herein.

1.2 **INDEPENDENT CONTRACTOR:** The parties agree that this Contract creates an independent contractor relationship between Contractor and the City. The Contractor agrees to follow all applicable law.

1.3 **CARE and SKILL:** The Contractor shall use the degree of care and skill ordinarily exercised by professionals under these circumstances and conditions and shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating and providing all services under this Contract. The Contractor shall provide and pay for all labor, materials, and other services necessary to provide the services, as agreed upon by the Contractor and City.

1.4 **SECURITY and CONFIDENTIALITY:** The Contractor shall use records of care or treatment of the patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute, or competitive bidding process. If the Contractor receives any individually identifiable health information from the City ("Protected Health Information" or "PHI"), or creates or receives any PHI on behalf of the City, the Contractor shall maintain the security and confidentiality of such PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and the regulations promulgated there under. Without limiting the foregoing, the

Contractor may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.

1.4.1 The contractor shall not disclose PHI to any third party (other than members of the Contractor's workforce and third parties which need to know PHI in connection with the performance of Contractor's services under this Contract), except as approved by the City in writing. Any such disclosure shall be made only upon the written agreement of the third party to be bound by the provisions of Section 1.3, for the express benefit of Contractor and City.

1.4.2 The Contractor shall not disclose PHI to any member of its workforce unless the Contractor has advised such person of the Contractor's obligations under Section 1.3. The Contractor shall take appropriate legal and/or disciplinary action against any member of its workforce who inappropriately uses or disclose PHI.

1.4.3 The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than what is permitted by this Contract.

1.4.4 The Contractor shall maintain a record of all disclosures of PHI made other than for the purpose of this Contract. The Contractor shall make such record available to the City within ten (10) business days of its written request.

1.4.5 The Contractor shall immediately report to the City any known unauthorized use or disclosure of PHI by the Contractor, its workforce or contractors.

1.4.6 Upon termination of the Contract, as determined by the City, the Contractor shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information.

1.5 **PAYMENT TO CONTRACTOR:** The City agrees to pay the Contractor for services rendered in an amount equal to 6% of the amount collected by the Contractor for medical treatment, ambulance transport, and/or other related services provided by the City. The City shall pay the Contractor on a monthly basis. Payment shall be made by the City within thirty (30) days of receiving the Contractor's billing statement. When refunds to patients occur which deduct the total amount collected by the enterprise, a 6% deduction of the refunded amount will be reflected on the next bill statement from the Contractor to the City. The payment rate for services rendered will be reviewed annually by the City for a potential merit based adjustment (maximum rate not to exceed 6.5% during the initial term of contract).

1.6 **NOTICE:** Any notice required or desired by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified U.S. mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address provided below.

Pridemark Billing Services
ATTN: President, CEO
6385 W. 52nd Avenue
Arvada, CO 80002

South Jordan City Fire Department
ATTN: Fire Chief
1600 West Towne Center Drive
South Jordan, Utah 84095

1.7 **TERM OF CONTRACT:** The term of this Contract shall be for a period of five (5) years, beginning upon the effective date as listed herein. Thereafter, this Contract shall renew automatically for additional one (1) year terms unless either party gives notice to the other party of its intent to not renew at least ninety (90) days before the expiration of any annual term.

1.8 **TERMINATION OF CONTRACT:** Either party may terminate this Contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least ninety (90) days in advance. Upon termination, the Contractor shall return all files and information provided by the City and shall report to the City the status of all outstanding bills. The City shall pay the Contractor 6% of all money collected by the City on medical bills originally issued by the Contractor if collected within 3 months from the date of termination. The City shall have no obligation to pay the Contractor for any outstanding bills collected after three (3) months of termination of this Contract.

1.9 **NO THIRD PARTY BENEFICIARIES:** It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relation to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract. It is the express intention of the parties that any person other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

1.10 **ETHICAL STANDARDS:** The Contractor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City officer or employee; (b) retained any person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than a bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or South Jordan City's Code and Policy; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any CITY officer or employee or former City officer or employee to breach any of the ethical standards set forth in Utah State statute or South Jordan City.

Initials: _____ _____
Contractor City

1.11 SEVERABILITY WAIVER: In the event any provision of this Contract shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

1.12 ENTIRE AGREEMENT: This Contract along with the RFP attached hereto constitutes the entire agreement between the parties and supersede all prior oral or written agreements. No, waiver, modifications, additions or addendum to this Contract shall be valid unless in writing and signed by both the Contractor and City.

1.13 BINDING EFFECT: This Contract shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Contract except as otherwise expressly authorized herein.

1.14 TITLES AND CAPTIONS. The titles and captions of this Contract are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Contract.

IN WITNESS WHEREOF, the Participants have caused this Contract to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

Agreed this ___day of December, 2008 for South Jordan City.

ATTEST:

Laurie Johnson, Assistant City Manager

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for South Jordan City

Agreed this ___ day of December, 2008 for Pridemark Billing Services.

By: Michael W. Donner
Its: President, CEO

Initials: _____ _____
Contractor City

Pridemark EMS Billing Services

October 25, 2010

South Jordan Fire Department
Chief Chris Evans
1600 West Towne Center Drive
South Jordan, UT 84095

Dear Chief Evans:

Please allow us to provide you with some information regarding your current EMS billing service and the proposed changes that will be taking place on January 1, 2011. As you are aware the ambulance division of Pridemark Paramedics was purchased by Rural Metro and has since been transitioned to the new company. Pridemark EMS Billing, however, was not a part of that acquisition.

Pridemark EMS Billing and your Fire Department have enjoyed a successful partnership since we began billing for your department. When we took on billing one of our first clients found that we were able to increase their cash per transport by over 40%. This was done by utilizing the "right people doing the right things". EMS Billing is highly specialized due to the constantly changing governmental rules and regulations. We have been able to increase cash collections and provide the highest caliber of customer service in the industry. As you know, the number of complaints that your department has to field has been reduced and your collections have increased. We can say the same thing for all of the EMS agencies that we bill for.

The board of Directors at Pridemark will be financing the purchase of the billing service to Gaylene Garcia-Kabel, who has been the Director of Patient Accounts for the past 2 years. This means that there is not a concern about Gaylene's ability to obtain financing from a bank. The new company will be operating under the name "EMS / Medical Billing Solutions, Inc. Gaylene brings over 25 years of experience in EMS billing. She began in 1981 at a local private ambulance service. During the past 29 years she has worked for small ambulance services and a larger national ambulance service managing billing for a multi-state billing office. She is familiar with the transportation industry and the very specialized billing that is required to maximize your reimbursement. The Contract Manager, Deb Schiferl will remain as your point of contact and manage the contract and month end reporting and communications with your staff. The current computer billing system, processes and much of the billing staff will remain the same.

6385 W. 52nd Avenue
Arvada, CO 80002
office: 303-431-6181
fax: 303-432-1941
www.pridemark-paramedics.com/billing

The change to your department should be seamless as we will still be importing your trips in the current fashion, on to the current system and with the current people. You will not experience any disruptions to the level of service that you have come to expect, and you will have no loss in cash that comes with changing vendors.

Keep in mind that the fee for service includes all billing costs such as software, forms, statements, postage, staff for initial billing, cash posting and follow up. You also get the expertise of the staff that regularly attends multiple conferences specializing in matters of EMS transportation. We are the people that you want on your side with the upcoming healthcare changes in Medicare, Medicaid and commercial insurances. We feel certain that we will be able to provide you with the same outstanding service that you have come to expect from our billing service.

Attached you will find an assignment of contract. This allows us to assign your current contract to the new business. It is a simple one page document and allows us to continue to work your accounts as soon as the business transaction occurs.

We would welcome the opportunity to answer any of your questions or concerns regarding this process. Please feel free to contact either Gaylene Garcia-Kabel or Michael Donner to address those for you.

Best Regards,

Gaylene Garcia-Kabel

Michael Donner

Contract Review and Approval

Contract Title/Description: ASSIGNMENT K

Contractor/Vendor: PRIDE MARK EMS BILLING SERVICES
Contract Begin Date: _____
Contract End Date: _____
Account Number: _____
Available Budget: _____
Contract Price: _____

Approved as to:

Content: _____
Owner / Project Manager (Date)

Form: RYAN M. FOX 11/16/10 RFP ALLOWS MORE AGMTS.
City Attorney / Assistant City Attorney (Date)

Budget: _____
Finance Officer (Date)

Service Group Authorization:

Department Director: Chris Lewis 12/1/10
Name/Signature (Date)

ACM: _____
Name/Signature (Date)

Original Received:

City Recorder: _____
Name/Signature (Date)

Contract Number: **2010-**_____

Contract Review and Approval

Contract Title/Description: Medical Billing Services

Contractor: Pridemark Billing Services
Contract Date: December 15, 2008 – December 14, 2013
Account Number: N/A
Available Budget: N/A
Contract Price: 6% of amount collected

Approved as to:

Content: Chris Evans 12/15/08
Project Manager *(signature, date)*

Form: [signature] 12/15/08
City Attorney/Assistant City Attorney *(signature, date)*

Budget: [signature] 12/15/08
Finance Officer *(signature, date)*

Service Group Authorization:

Department Director: Chris Evans 12/15/08
(signature, date)

Office of the City manager Laurie Johnson 12/15/2008
(signature, date)

Copy Received:

City Recorder: _____
(signature, date)

REQUEST FOR PROPOSAL

Ground Ambulance Billing Services

For

South Jordan City

RFP # 0809-002

South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095
801-254-3742

SOUTH JORDAN
FIRE DEPARTMENT

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SECTION I – GENERAL INFORMATION

1.01 Purpose

The City of South Jordan, Utah ("City") is seeking Proposals from qualified firms, hereinafter referred to as the "Contractor", to provide **BILLING SERVICES** for Ground Ambulance Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

1.02 Eligibility

To be eligible to respond to this RFP, the proposing Contractor must demonstrate that they have successfully provided services, similar to those specified in the Scope of Services section of this RFP, to at least five Cities similar or larger in size and complexity as South Jordan City.

1.03 RFP Reference Number

The reference number for the transaction is RFP # 0809-002. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.04 Proposal Response Outline

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

- *Tab A: LETTER OF TRANSMITTAL.* The letter of transmittal must include:
  - An introduction of the Contractor's company;
  - The name, address, and telephone number of the person to be contacted regarding the proposal; and
  - A description of the Contractor's approach and commitment to this project.

- *Tab B: ADDENDUM.* Statement acknowledging receipt of each addendum issued by the City.

- *Tab C: EXCEPTIONS.* All exceptions, regardless of how minor, shall be stated. Exceptions shall be listed in order of this RFP and referenced by section number.

- *Tab D: QUALIFICATIONS AND EXPERIENCE.* The submission should include:

  - Details on the qualifications of the firm and capability to receive electronic patient care reports and provide automated claims submission to applicable insurance carriers;

  - Details on the qualifications of the individual(s) who will perform the work;

- Provide at least five (5) current ground ambulance based clients (name, address, and phone number) who submit their runs to the Contractor electronically; and

- Provide at least three (3) former ground ambulance based clients (name, address, and telephone number) that can serve as a reference on similar contracts performed by the Contractor.

- *Tab E: SCOPE OF WORK.* This section of the proposal should explain the Scope of Work as understood by the Contractor and detail the approach, activities, and work products. The proposal shall also include:

  - A list of work products which the contractor will provide;

  - A schedule of deliverables;

  - Information on the availability and description of reports that can be generated on request via a secure connection to the Contractor's internet site;

  - A list of any assistance the City may be requested to provide the contractor;

  - Proposed fee schedule; and

  - Detailed project plan for the implementation of the South Jordan City billing project.

- *Tab F: AVAILABILTY.* Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support or other assistance.

- *Tab G: OTHER.* Provide the following additional information:

  - A copy of your most recent SAS-70 Audit report; and

  - Any additional information that the Contractor considers pertinent for consideration should be included in a separate section of the proposal.

1.05 Submission of Proposals

Competitive sealed proposals will be received by the South Jordan City Recorder at South Jordan City Hall, 1600 West Towne Center Drive, South Jordan, Utah 84095, until 1:30 p.m. on September 26, 2008. Proposals shall be marked "Attn: City Recorder – Ambulance Billing Services due September 26, 2008 1:30 PM". Proposals received after the deadline will be late and will not be considered.
One (1) original and two (2) copies must be received by the posted due date and time. Proposals shall <u>not</u> be submitted via RFP Depot.

There will be no public opening of the proposals. The names of the Contractors will not be released until notification of award.

1.06 Inquiries

Questions arising subsequent to the issuance of this RFP shall be submitted online at www.rfpdepot.com. Answers will be posted online for all Contractors to view.

1.07 Last Day for Questions

Any questions Proposers wish to be addressed and which might require an addendum must be submitted in accordance with 1.06 before September 19, 2008 at 1:00 p.m.

1.08 Addendums

In the event it becomes necessary to revise this RFP in whole or in part an addendum will be posted online at www.rfpdepot.com.

1.09 Exceptions

All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the City to be included in the proposal, regardless of the cost to the Contractor.

1.10 Economy of Preparation

Contractors shall prepare each proposal simply and economically, providing a straightforward, concise description of Contractors' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

1.11 Incurring Cost

The City will not be liable for any cost which any Contractor may incur in connection with the preparation or presentation of their proposal(s) or demonstrations.

1.12 Right to Reject

The City reserves the right to reject any or all proposals in full or in part and to waive any informality or technicality in any proposal in the interest of the City.

1.13 Award of the Contract

Upon completion of the evaluation process, the City may award the contract to the Contractor whose proposal is determined to be most advantageous to the City irrespective of cost or other individual portion of any submitted proposal.

The City realizes that application and philosophical differences exist from Contractor to Contractor regarding EMS billing and collection services. The City reserves the right to choose and recognize those differences that benefits the City's philosophy.

1.14 Contract Period and Effective Date

The initial Contract term shall commence upon final execution of the contract by the City and shall expire five (5) years from that date.

1.15 Contract Cancellation

Either party may terminate the Contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least 90 days in advance.

1.16 Protected Information

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann., as amended ("GRAMA") certain information in the proposal(s) submitted may be open for public inspection. If a Contractor desires to have information contained in its proposal(s) protected from such disclosure, the Contractor may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63-2-308). All material contained in and/or submitted with the proposal becomes the property of the City and may be returned only at the City's option.

1.17 Authorized Vendor Representatives

PROPOSAL: List the name, title, office address, telephone number, and e-mail address (if available) of the person(s) authorized to represent the Contractor regarding the proposal(s) submitted in response to this RFP.

CONTRACT: Give the name, title, office address, telephone number, fax number and e-mail address (if available) of the person authorized to sign a Contract, and receive and sign all formal notices and/or addendum regarding such Contract. Note that all amendments to any Contract must be in writing and signed by both parties.

The City reserves the right to require a change in the individual assigned to represent the Contractor if the assigned representative is not serving the needs of the City in an acceptable manner. This right shall carry forward through the response period and, with the successful Contractor, during the term of the Contract.

1.18 Award of Subcontracts

For each subcontract, if any, which the Contractor proposes to award, the Contractor shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any Contractor proposing subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by the City is required prior to the awarding of any subcontracts. Assignment or subcontracting shall in no way relieve the Contractor of any of its obligations under the contract.

1.19 Remedies

The laws of the State of Utah shall apply in all disputes arising out of this RFP, without application of any principles of choice of laws.

1.20 Compliance

The Contractor hereby agrees to abide with all applicable federal, state, county and City laws, regulations, and ordinances.

1.21 Anti-Collusion

The submission of a proposal constitutes agreement that the Contractor has not divulged its proposal to, or colluded with, any other offeror or party to a proposal whatsoever.

1.22 Indemnification

The Contractor shall hold harmless, defend and indemnify the City and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of the Contract by Contractor, or (b) Contractor's use of City premises, or (c) any act, error, or omission on the part of the Contractor, or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City, its officers, employees or agents.

1.23 Insurance

Contractor shall maintain Commercial General Liability insurance with per occurrence limits of at least $2,000,000 and general aggregate limits of at least $3,000,000.

Contractor shall also maintain, if applicable to Contractor's operations or performance of this contract, Business Automobile Liability insurance covering Contractor's owned, non-owned, and hired motor vehicles and/or Professional Liability (errors and omissions) insurance with liability limits of at least $2,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the City.
If the coverage described above are not in place at the time a proposal is submitted the Contractor should describe in detail what types and levels of coverage are in place currently, and clearly indicate the Contractor's ability and willingness to obtain the above listed coverage if required by the City. The City reserves the right to require additional coverage from that presented, at the Contractor's expense for the additional coverage.

The Contractor shall maintain all employee related insurance, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this Contract. Contractor shall also maintain "all risk" property insurance at replacement cost applicable to Contractor's property or its equipment.

The Contractor's insurance carriers and policy provisions must be acceptable to the City's Risk Manager and remain in effect for the duration of the Contract. The City shall be named as an additional insured on the Commercial General Liability insurance policy. Contractor will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverage and provisions listed above.

The Contractor shall submit certificates of insurance as evidence of the above required coverage to the City prior to the commencement of this Contract. Such certificates shall provide the City with thirty (30) calendar day's written notice prior to the cancellation or material change of the applicable coverage, as evidenced by return receipt or certified mail, sent to the above address.

1.24 Record Keeping and Audit Rights

The Contractor shall be responsible to maintain accurate accounting records for all services provided herein, and shall retain all such records for a period of time as required by law or three (3) years following termination of the Contract, whichever is longer. Upon reasonable notice and during normal business hours the City, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The City's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.

1.25 Management Reports

Upon request the Contractor must be able to summarize and concisely report pertinent information to the City in a timely manner, throughout the duration of any Contract resulting from this RFP.

1.26 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor.

1.27 Further Agreements

In addition to a proposal, the City may from time to time require the Contractor to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the services hereunder.

1.28 Relationship of the Parties

In assuming and performing the obligations of any Contract, the City and any Contractor shall each be acting as independent parties and neither shall be considered an employee of the other. Additionally, neither shall represent itself as a joint venture or partners other than as authorized by a written agreement or contract.

1.29 Equal Opportunity

No Contractor of or services under this RFP or any Contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

1.30 Taxes: Vendor's Responsibility

Contractor's shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any services under a Contract, including taxes levied or incurred against Contractor's income, inventory, property, sales, or other taxes.

1.31 Taxes: City is Exempt

The City is exempt from State of Utah sales and excise taxes. Exemption certification information appears on all purchase orders issued by the City and such taxes will not apply to the City unless otherwise noted.

SECTION 2: BACKGROUND INFORMATION

2.01 About South Jordan City

South Jordan is a rapidly-growing city at the south end of Utah's Salt Lake Valley. Its population has increased nearly 70% since the 2000 census and projections indicate that it will sustain this rapid rate through the foreseeable future. The population is highly educated, with 95.8% of adults having a High School diploma or higher education. The median age is 25.3, and personal incomes are above the state and national averages.

South Jordan is known for its clean, friendly community. Its high quality of life is maintained through responsible management and consistent focus on looking to the future. South Jordan is dedicated to properly managing its growth and creating a community that will be fiscally and socially sustainable in the generations to come.

2.02 South Jordan City Mission Statement

South Jordan City provides service oriented, responsible government, consistent with the community's values, priorities and expectations for a high quality of life, enhancing the City's fiscal health, providing professional and innovative services, and managing the City's resources, while planning for the future.

2.03 About South Jordan Fire Department

The department provides a wide variety of services to the community including fire suppression, emergency medical quick response, paramedic service, ground ambulance service, hazardous materials response, technical rescue, fire prevention, community education, health and wellness services and disaster preparedness programs. The South Jordan Fire Department is one of the most advanced, diverse, and progressive fire departments in Utah.

As of July 1, 2008, the department consists of 48 full-time employees operating from two fire stations. One ladder truck, one fire engine, and two advanced life support ambulances are staffed twenty-four hours a day, seven days a week. A third station is currently being designed with an anticipated opening in the fall of 2009. Two additional stations are anticipated in the coming years.

2.04 Emergency Medical Services

The department has provided quick response and ground ambulance service for more than 20 years. In 2001, they upgraded the ambulance service to Advanced Life Support and in January of 2007 the quick response service was upgraded to EMT-Intermediate. The primary response area includes the City of South Jordan. However, the department does respond to assist neighboring jurisdictions as requested.

Records reflect that the City has made the following number of transports which would fall under the scope of services under this contract:

- Year and number of billed transports (*)
  - 2004-05: 763
  - 2005-06: 858
  - 2006-07: 947

*Although the number of patient transports in prior years is considered to be accurate, there is no warranty or guarantee that future service requirements will remain constant.

2.05 Fees for Services Provided by the Fire Department

Fees for emergency medical services may not exceed the maximum rate as established by the Utah Bureau of Emergency Medical Services. Taking this into consideration, during the annual budget process, the South Jordan City Council establishes and adopts a fee schedule that establishes the fees for emergency medical and other related services in the City. The Contractor is required to apply the fee schedule as adopted by the South Jordan City Council. The fee schedule for the period of July 1, 2008 to June 30, 2009 is as outlined in Appendix A.

SECTION 3: SCOPE OF WORK

3.01 Scope

The Contractor shall provide all services necessary to collect for emergency medical services provided by the South Jordan City Fire Department.

3.02 Transfer of Patient Data

The Contractor shall receive patient data from the City through an electronic format generated from RescueNet ePCR Suite 5.0, a product of ZOLL Data Systems. The City will generate an electronic file for each Patient Care Report to be billed. The successful Contractor shall receive files daily via a secured site using an encryption system as approved by the City.

The Contractor shall be prepared to accept the electronic billing file within 30 days following the award of the contract from the City.

3.03 Modifications

It is the responsibility of the Contractor to modify their billing system to capture the necessary data generated from the RescueNet reporting system. The City will not under any circumstances modify their system nor will they authorize the Contractor to contract directly with ZOLL Data Systems to make any modifications to the City system in order to satisfy the Contractor's requirements to provide the services outlined herein.

3.04 Required Services

The Contractor shall provide the following services:

3.04.1 Receive electronic patient care reports from the City;

3.04.2 Verify, gather, and/or correct missing or incorrect patient and/or insurance information as required to complete the billing process;

3.04.3 Prepare and submit accurate and complete invoices and any and all insurance forms and filings to all governmental, commercial, and private insurance carriers;

3.04.4 Prepare and mail invoices to patients or other third party payer who is responsible for co-pays and/or deductibles, private pay, and uninsured patients;

3.04.5 Receive payments directly from the patient or other responsible party and governmental, commercial, and private insurance;

3.04.6 Direct lock-box procedures and functions through a City specified bank. Post payments to the appropriate accounts and provide payment posting and revenue report to the City;

3.04.7 Document and refund overpayments;

3.04.8 Perform pre-collection services on unpaid accounts;

3.04.9 Assign unpaid accounts to a professional collection agency. Monitor unpaid accounts assigned to said agency;

3.04.10 Provide the City with the following reports via an internet based reporting system:

- Distribution of Charges and Collections - This report will track the charges, payments and insurance class mix of all patients for a given month. (Provide sample of this report)

- Aged Receivable Report - This report will have outstanding invoices sorted by date for current, thirty, sixty, ninety and over ninety days. This report will provide totals for these categories. (Provide sample of this report)

- Patient Alpha Listing - This report lists all invoices alphabetically by patient name. (Provide sample of this report)

- Monthly Payment Listing - This report lists payments, bad checks, required charge offs, and refunds posted to each patient's account. (Provide sample of this report)

- Overpayment Reports - This report lists all patients due refunds as a result of overpayment of account. (Provide sample of this report)

- Any additional reports as mutually agreed upon.

3.04.11 Maintain a copy of all records and reports as required by law and as outlined in this RFP;

3.04.12 Provide City personnel with appropriate training concerning documentation, charges and requirements of applicable health care laws and regulations;

3.04.13 Maintain a copy of all records and reports as required by law and outlined in this RFP;

3.05 General Billing Guidelines

3.05.1 The Contractor is acting on behalf of City and while doing so shall perform their duties in a manner consistent with the Core Values of the City

3.05.2 The Contractor shall mail or transmit invoices to insurance providers, patients, or other payees no sooner than five (5) days but no longer than fourteen (14) days from the date of service.

3.05.3 The patient or other responsible party shall receive invoices at 30 day intervals for a period of six months until the account is turned over to collections.

3.05.4 The Contractor shall negotiate and arrange for a modified payment schedule for individuals who are unable to pay the full amount when billed. These accounts shall be maintained by the Contractor if payments are being made in accordance with the agreed upon schedule.

3.05.5 Procedures for collection of accounts past-due by more than six months shall be as approved by the City. A copy of the contractor's proposed collection procedures, including any written or verbal correspondence, shall be included with their proposal.

3.05.6 Requests for a reduction or write-off all or part of a bill due to hardship or other reasons shall be referred to the designated City representative for consideration and evaluation.

3.05.7 The City reserves the right to recall accounts from the Contractor or Collection agency upon written notice.

3.05.8 The design, format, and information included in the invoice and collection notice shall be as approved by the City. The contractor shall include a sample invoice with their proposal.

3.06 Form Design

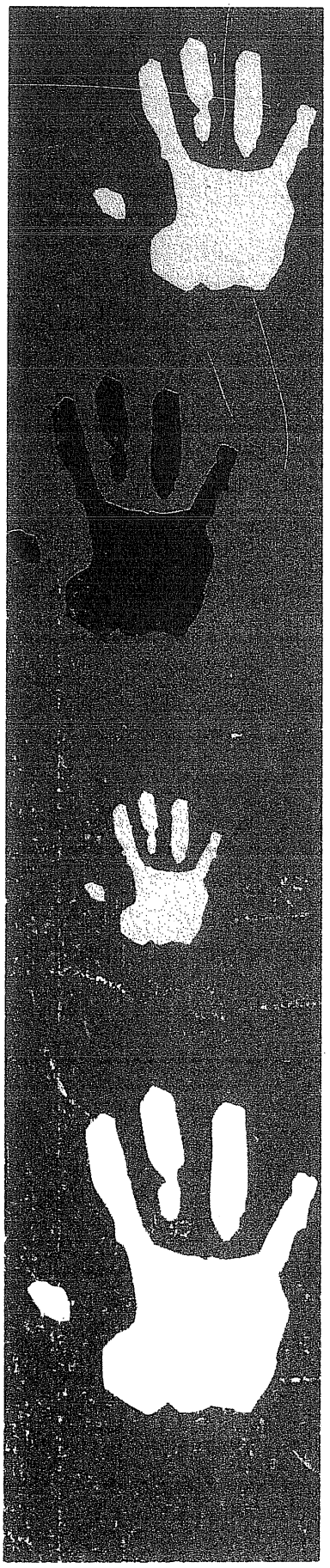
The design, format, and information included in the invoice and collection notice shall be as approved by the City. The Contractor shall include a sample invoice with their proposal.

3.07 Customer Service Representative

The contractor shall maintain a local or toll free phone number and provide sufficient customer service representative(s) to assist patients and/or other third party payees with all billing inquiries in a timely fashion. Customer service shall be available Monday through Friday from 8:00 am to 5:00 pm. The contractor shall respond to all patients' requests and inquiries, either written or verbal, in a manner consistent with the values of South Jordan City.

3.08 Payment to Contractor for Services Rendered

The contractor shall invoice the City monthly for services rendered based on a percentage of monies collected. The proposed fee schedule for the entire contract period shall be included under Tab E of your proposal.



South Jordan City
Core Values

* To astonish the customer, not just to satisfy the customer:
  "I don't care if they don't notice everything we do. Just as long as they notice something that's different about us."
* Only the non-complacent thrive:
  "We will always be on the lookout for complacency."
* Actions speak louder than words:
  "Walk the walk." "No one carries more importance to the core mission of the City than another. Only job descriptions differ."
* The best team polices itself:
  "If you treat a fellow crewmember or customer badly, there's enough people around who care enough that your going to hear about it."
* Expectation + Ownership = Ultimate Motivation
* Employees have to understand the business
* Build a team of big thinkers:
  "If you hire A-players, you don't have to sit on them and tell them what to do."
* Change is the status quo:
  "Be a champion of positive change. Be sure the end result of change is positive. Be cognizant of the efforts of change."
* Stay small as you grow:
  "Practice Visible Leadership."
* Propagate the culture:
  "Treat your people right," "Communicate with your Team," "Inspire greatness in others," "Encourage initiative and innovation," and "Do the right thing."