

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30015

Resolution No. _____ Passed _____, 20____

CITY OF BELPRE
RESOLUTION NO. 8 (2016-17)

**A RESOLUTION AUTHORIZING THE SAFETY-SERVICE
DIRECTOR TO EXECUTE A CONTRACT REGARDING BILLING
AND COLLECTION OF EMT FEES**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:**

SECTION I

The Safety-Service Director is hereby authorized to execute a contract with Medical Claims Assistance, Inc. (MCA) regarding billing and collection of emergency medical transport services for the City of Belpre, a copy of which Agreement is hereto attached as Exhibit A.

SECTION II

This Resolution is hereby declared to be an emergency measure deemed necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that billing and collection of fees is necessary to provide emergency medical transport services to City residents. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: April 25, 2016 _____
PRESIDENT OF COUNCIL

ATTEST: Kimberly A. Mendell
PRESENTED TO MAYOR: 4/25/16 Michael R. Rowley
MAYOR

APPROVED BY MAYOR: 4/25/16

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on April 25, 2016, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

April 25, 2016 _____
Date CLERK Kimberly A. Mendell

Billing Agreement

This Billing Agreement (hereinafter "Agreement") made this 1st day of April, 2016, by and between Medical Claims Assistance, Inc. (hereinafter "MCA") and the City of Belpre (hereinafter the "Provider").

WHEREAS, MCA, is an experienced third party billing agent specializing in the billing of medical services provided by ambulance providers;

WHEREAS, City of Belpre is an ambulance service provider located in Belpre, OH and desires to retain the services of MCA;

WHEREAS, MCA is willing to act as City of Belpre's third party billing agent under the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises, which are not mere recitals but form integral parts of this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree for themselves, their successors and assigns, as follows:

1. Term. The term of this Agreement shall commence on the date hereof and continue until the end of business on the 31st day of March, 2018, unless terminated sooner in the manner provided for herein.

2. Duties of MCA.

MCA shall:

- a. Provide the software needed to build a computerized system that will accommodate the Provider's insurance, customer information, and patient billing needs.
- b. Input and maintain data necessary for the billing of services for Provider including initial transport information and account transactions such as payments and adjustments.
- c. Ensure coding and billing of claims are based on medical documentation provided to MCA by Provider.
- d. Review all claims denied by third party payor for any reason related to diagnosis code or procedure codes to ensure coding accuracy.

- e. Process and mail or electronically submit insurance claims by generating a computerized HCFA-1500 form. This includes (but is not limited to) all commercial insurance, Medicaid, UMWA, Workers' Compensation, Medicare and Medicare Supplemental policies.
- f. Process and mail invoices for all privately paid accounts.
- g. Provide all insurance forms, postage, and billing supplies.
- h. Maintain electronic files for audit purposes.
- i. Keep current knowledge of insurance changes, improved billing techniques, and make pricing suggestions, including online registrations for claims submissions, checking claims status and eligibility or any other online tools that would assist in more efficient claims billing.
- j. Notify Provider within thirty (30) days of MCA's receipt of notice from a third party payor of an inappropriate claim submission.
- k. Review accounts on a regular basis in order to identify overpayments. In the event MCA identifies an overpayment of a claim, MCA shall timely and accurately report to Provider and healthcare programs any overpayments received on any account.
- l. Review accounts on a regular basis in order to identify credit balances. In the event MCA identifies a credit balance on an account, MCA shall timely and accurately report to Provider any credit balance outstanding on an account.

3. Duties of Provider.

Provider shall:

- a. Collect initial patient identification information and insurance information in a format acceptable to MCA.
- b. Accept that MCA will be the only billing agent during the length of this Contract.
- c. Forward to MCA copies of any payments, for claims billed by MCA, that may come directly to its office.
- d. Pay to MCA a billing service fee of eight percent (8 %) of all monies collected as a result of MCA billing, excluding contributions made to the Provider. This shall be the exclusive compensation paid to MCA under

this agreement. Provider shall pay all invoices within thirty (30) days after receipt of said invoice.

- e. Supply MCA with a legible copy of the accurate transport information i.e. state run sheet evidencing the level of life support, total mileage, supplies utilized, etc. MCA will maintain an electronic copy of the transport information for one (1) year after the file is closed. Provider agrees that it is the Provider's responsibility to provide MCA with appropriate documentation which substantiates a claim submitted for payment.
- f. Review all documentation provided to MCA to ensure that appropriate signatures and physician certifications, if applicable, are obtained, and duplicate claims are not submitted for payment.
- g. Retain all records and documentation required by Federal or State law and the program requirements of Federal, State and private health plans, including but not limited to all documentation provided to MCA related to the billing and coding process.
- h. If a patient is transported, who could have safely gone by other means, it is the responsibility of the provider to indicate this in their documentation.

4. Payments. Checks from patients and insurance carriers will be made payable to the Provider and sent to MCA's address. MCA will make copies of the checks and remittances, and on a weekly basis, forward said check and remittances to the Provider with an invoice for MCA's billing fee. MCA also offers options of depositing funds into an established account at a mutual Bank or setting up a depository account on behalf of the Provider. MCA will deposit funds into said account for disbursement to the Provider. This is upon request by the Provider.

5. Accounts. All checks payable to Provider will be deposited in the Provider's banking account by the Provider or the Provider's authorized agent. The Provider's account shall be owned and controlled by the Provider. MCA shall not have access to any Provider funds or Provider banking accounts, unless otherwise agreed upon.

6. Collection. MCA shall not institute any legal proceeding to collect any outstanding amount owed by patients and shall not refer any such matters to credit reporting agencies. It is understood and agreed upon that any such process or action is beyond the services provided by MCA under this Agreement and such determinations and actions are reserved solely unto the Provider.

7. Indemnification. Provider hereby agrees to indemnify and defend MCA for any and all claims and causes of action against MCA resulting from the negligent or intentional acts

of the Provider, its agents, or employees including but not limited to errors in coding, billing and/or reimbursement due to incorrect or insufficient information supplied to MCA by Provider. Provider shall pay any fees, assessments, fine, penalties, interest or other charges including attorney's fees and cost and other related cost in defending, contesting, discharging or otherwise satisfying any claim or cause of action asserted against MCA. In the event of an overpayment, to the provider, MCA will be responsible for refunding the billing fee only with the balance to be refunded by the receiving provider.

8. Warranty of Information. Provider represents and warrants that all items and services documented and provided to MCA for billing submission are accurate and represent items and services actually received by the patient for which the item or service is being billed.

9. Submission of Claims. Provider understands that MCA will only submit a claim for items or services that can be substantiated in the documentation received from the Provider. In the event any documentation received by MCA from the Provider is, in MCA's sole discretion, ambiguous or conflicting, MCA will contact the Provider for clarification or resolution before submitted a claim for payment. Provider agrees that MCA is not responsible for claims not submitted for payment or claims denied for payment due to ambiguous or conflicted documentation.

10. HIPAA Provision/ Business Associate Agreement:

a. MCA shall carry out its obligations under this agreement in compliance with the privacy regulations pursuant to Public Law 10-4-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle G-Administrative Simplification, Section 261, et seq. as amended (HIPAA), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of MCA provided hereunder. In conformity therefore with MCA, City of Belpre. agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. To mitigate, to the extent practicable, any harmful effect that is know to MCA of a use or disclosure of PHI by MCA becomes aware;
4. Report to the Provider any use or disclosure of PHI not provided for by this Agreement of which MCA becomes aware;

5. Ensure that any agents or subcontractors to whom MCA, provides PHI, or who have access to PHI; agree to the same restrictions and conditions that apply to MCA with respect to such PHI;
6. Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within 30 days of the request of the Provider on the individual;
7. Incorporate any amendments to PHI when notified to do so by the Provider;
8. Provide an accounting of all uses or disclosures of PHI made by MCA as required under the HIPAA privacy rule within 60 days.
9. Make its internal practices, books and records related to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining MCA's and Provider's compliance with HIPAA; and
10. At the termination of this agreement, return or destroy all PHI received from or created or received by MCA on behalf of the Provider and if return is infeasible, the protections of this Agreement will be extended to such PHI.

- b. The specific uses and disclosures of PHI that may be made by MCA on behalf of the Provider include;
1. The preparation of invoices to patients, carriers, insurers, and others responsible for payment or reimbursement of the services provided by Provider to its patients;
 2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 3. The submission of supporting documentation to carriers, insurers, and other payors to substantiate the health care services provided by Provider to its patients or to appeal denials of payment for the same;
 4. Uses required for the proper management of MCA as a business associate;

5. Other uses or disclosures of PHI as permitted by HIPAA privacy rules.

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

11. Force Majeur. It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 4 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of services by MCA for more than fifteen (15) working days, Provider shall have the right to secure, without penalty, substitute services until MCA can restore services, at which time MCA's responsibilities and rights under this Agreement shall be reinstated. For its protection, Provider shall, at its own expense, purchase and maintain business interruption and /or accounts receivable insurance to cover any such catastrophic event, as stated above.

12. Non-Compete / Anti-Pirating of MCA Employees. During the term of this Agreement and for a one year period commencing with the termination of this Agreement, Provider agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of MCA without written consent of MCA.

13. Termination: This Agreement may be terminated with or without cause and without any liability to the other by providing written notice to the other sixty (60) days prior to the date of termination specified in such notice. However, if the Provider fails to pay any invoice within sixty (60) days, MCA may, in its sole discretion, terminate this Agreement upon ten (10) days written notice, given by certified mail, to the Provider. Upon termination by either party, MCA shall continue to provide billing services, for a period not to exceed 120 days, on accounts received by MCA prior to the termination date until all billed services are reconciled. All invoices must be and continued to be paid promptly and copies of payments forwarded to MCA during this extended billing period.

14. Renewal: This Agreement shall automatically renew for an additional term, unless notice of termination is given by the party terminating this Agreement.

15. Amendment. This Agreement may be amended only upon the written consent of

both parties.

16. Relationship of Parties. Notwithstanding any other provision contained in the Agreement, nothing contained herein shall be deemed, or construed by the parties hereto, or any third party as creating a relationship of principal and agent, partners, joint ventures, or any other similar relationship between the parties hereto. The exclusive relationship of MCA with City of Belpre is that of an independent contractor.

17. Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements relating to the subject matter covered by this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the date first above written.

MEDICAL CLAIMS ASSISTANCE, INC.

By: _____

Its: President

City of Belpre

PROVIDER

By: Michael D. Reddy

Its: Mayor