

Northern Illinois Ambulance Billing, Inc.

Toll Free: (866) 570-2468

Phone: (815) 539-2468

P.O. Box 260

Mendota, Illinois 61342

Fax: (815) 539-6427

niambinc@yahoo.com

This Agreement is entered into on January 1, 2022 between Rochelle Fire Department (the "Department") and Northern Illinois Ambulance Billing, Inc. ("NIAB") for billing services provided

The Department will retain the services of NIAB to collect monies for services provided to patients by the Department

NIAB will perform billing services for the Department as described in the following manner.

- 1. NIAB will bill all patients as directed by the Department in accordance with Medicare/Medicaid laws. Invoicing/collection efforts will be completed in the following sequences:**

1st invoice	upon receipt from the Department
2nd invoice	30 days after 1st invoice
3rd invoice	60 days after 1st invoice
Phone call	7 days after 3rd invoice
4th invoice	90 days after 1st invoice
Phone call	7 days after 4th invoice
Final Notice	120 days after 1st invoice
Collection	10 days after Final notice, unless patient is making payments or pending other legal action

- 2. NIAB will maintain a billing program for collection and receivable reports for the Department of ambulance transport reports received from the Department.**
- 3. NIAB will electronically file all of the Department's Medicare and Medicaid claims.**
- 4. NIAB will file the appropriate forms necessary as requested by the Department.**
- 5. NIAB will abide by all Federal and State regulations, ordinances, and laws that regulate ambulance collections, including, but not limited to, privacy protection requirements imposed by Federal and State law and the Fair Debt Collection Practices Act.**
- 6. Any monies collected by NIAB will be forwarded to the Department on a weekly basis. The Department will notify NIAB of any payments,**

explanations of benefits, denial of benefits, correspondences, etc. related to services billed in a timely fashion.

7. NIAB will provide a fax line for use by the Department to transmit run sheets, payments or other correspondences. This line will be provided 24 hours a day, 7 days a week.
8. NIAB will provide 2 telephone lines, one will be an 800-line, and two will be a 538/539 exchange. These lines will be answered Monday through Friday from 8:00 am to 4:00 pm for customer billing concerns.
9. NIAB will provide a monthly credit report and monthly charge report to the Department. An aged receivable report will be provided upon request of the Department. NIAB will advise the Department of all accounts that need to be turned over to collection or written off.
10. When NIAB has determined that an account should be sent to collection, all revenue that is then received will be shared by and between the Department and the collection agency contracted with by the Department.
11. The Department may appoint a representative to review any and all payment records that the Department has received that NIAB holds. NIAB shall make such records available for inspection during regular business hours within 3 business days of receipt of a written request by the Department to inspect such records.
12. It is understood and agreed that NIAB is an independent contractor. NIAB will at all times maintain insurance in force that will save and hold harmless the Department from any and all obligations, debts, charges, liabilities, or judgments that may arise from injuries or debts, charges, liabilities, or judgments arriving from claims, injuries or property damage solely attributable to the activities of NIAB while performing the duties in the Agreement.
13. NIAB will maintain Professional Liability, General Liability, and Workers Compensation that meets and exceeds the requirements of the State of Illinois.
14. The Department agrees to compensate NIAB under the following fee schedule for the services approved in the proceeding Agreement for a one (1) year term as long as the Agreement has not been terminated.
 - a. Payment to NIAB shall be on the revenue collected for the Department in the preceding month. NIAB will provide a monthly bill at the beginning of each month to the Department.
 - b. NIAB will be paid on the fee of eight percent (8%) of all the payments collected on behalf of the Department, excluding monies collected on behalf of the Department by a collection agency.

15. This Agreement shall be effective on January 1, 2022 and shall remain in full force and effect for a term of four (4) full years ending December 31, 2025. This Agreement shall be automatically extended for successive one (1) year terms unless terminated a follows:
- A. This Agreement may be terminated immediately upon material breach of this Agreement by the other party not cured within ten (10) days of written notice by the non-breaching party.
 - B. The Department may, in its sole discretion, immediately terminate this Agreement in the event that NIAB files a petition in bankruptcy or is adjudged bankrupt, or if a petition in bankruptcy is filed against NIAB, or if NIAB becomes insolvent, or makes an assignment for the benefit of creditors, or if NIAB discontinues its business or if a receiver is appointed for NIAB or NIAB's business.
 - C. This Agreement shall be subject to immediate termination by the Department if NIAB fails to maintain the insurance coverage as described in Paragraph 13.
 - D. This Agreement may be terminated at the will of either party upon thirty (30) days' written notice to the other party. Termination will be effective thirty (30) days from the date of delivery of notice to the other party.
16. NIAB shall bear all expenses of associated with usual and customary billing to patients. In the event that a claim for charges must be filed with a probated estate, NIAB shall give notice of such charges to the Department and if the Department agrees to file such a claim, then the Department shall share the expense of filing the claim on a 50-50 basis with NIAB.
17. Any application fees required by Medicare, Medicaid or any private insurance carrier will be the responsibility of the Department.
18. All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (e.g. Federal Express) to the notified party at its address set forth below. These addresses shall remain in effect unless another address is substituted by written notice

to NIAB:

JoEllen Fisher
President/CEO
Northern Illinois Ambulance Billing, Inc.
P.O. Box 260
2107 Guiles Avenue
Mendota, Illinois 61342

to the Department:

Rochelle Fire Department
401 5th Avenue
Rochelle, Illinois 61068

With a copy going to the City of Rochelle

19. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, conditions or understandings, either oral or written, between them other than those that are herein set forth. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties hereto.
20. At termination of this Agreement, it is the responsibility of NIAB to return to the Department all and any materials submitted to by the Department to NIAB except as required by law.

IN WITNESS WHEREOF, the Rochelle Fire Department and Northern Illinois Ambulance Billing, Inc. have entered into this Agreement.

Rochelle Fire Department

Northern Illinois Ambulance Billing,
Inc.

BY: _____
City Official

BY: 
JoEllen Fisher, President

DATE: February 7, 2022

DATE: February 7, 2022

Attest:
