

Ambulance Service Billing Agreement

Midwest EMS Billing, LLC

And

City Of St. James

This agreement for service commencing on _____ between City of St. James a ("CUSTOMER") and Midwest EMS Billing, LLC ("CONTRACTOR") shall specify the billing services the CONTRACTOR will provide to the CUSTOMER.

1. CONTRACTOR SERVICES AND OBLIGATIONS

1.1 The CONTRACTOR agrees to provide and furnish ambulance billing services for the accounts receivable of the CUSTOMER as follows:

1.1.1 Preparation of initial and the appropriate follow up statements for all accounts and mailing to responsible parties.

1.1.2 Review of each PCR to apply appropriate diagnosis, CPT and Procedure codes includes submission of claims to all insurance companies, including Medicare, Medicaid, VA, commercial and private insurance providers in compliance with CMS rules and regulations.

1.1.3 Processing and assisting individuals with accounts and with third party insurance payments (private insurance) in order to coordinate payment to the CUSTOMER.

1.1.4 Issue up to two (2) billing statements on each account and one (1) Final Notice

1.1.5 Perform telephone follow-up calls on accounts to patients, insurance carriers, or other facilitators to ensure reasonable collection efforts have been attempted. This would include the use of internet resources when applicable.

1.1.7 All accounts where a final notice (90 days) has been issued and no payment(s) received will be returned to the CUSTOMER or Per CUSTOMER authorization refer to a designated collection agency or law firm delinquent accounts which have failed to have payment activity after the delinquent account letter was mailed.

1.1.8 All accounts authorized for collection agency or law firm handling and as permitted under MN State Statute 270 A, shall be submitted to the Minnesota Department of Revenue and certified for collection per the Minnesota Revenue Recapture Act by CUSTOMER.

1.1.9 Furnish to the CUSTOMER a monthly accounting of all charges and revenue statements handled during the month. CUSTOMER may request additional or customized reports at an additional cost per report.

1.1.10 Respond to inquiries from individuals who have received ambulance services which are related to their accounts and balances due.

1.1.11 Forward complaints and all pertinent written comments received regarding the CUSTOMER to the CUSTOMER'S designee.

1.1.12 Perform and maintain a computer back-up of accounts receivable records on a daily basis.

1.1.13 At the termination of this agreement, return to the CUSTOMER all accounts receivable records and billing information as provided by the CUSTOMER over the course of the billing agreement(s).

1.1.14 Train and, where required, license CONTRACTOR personnel to provide

services hereunder and to provide such services in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authority. CONTRACTOR will obtain all necessary certificates, permits and licenses at CONTRACTOR'S sole expense and, upon request, provide the CUSTOMER with evidence thereof.

1.1.15 Maintain a general liability insurance policy with a contract liability rider of \$2,000,000 annual aggregate and \$1,000,000 per occurrence, which amounts and policy are subject to change as deemed commercially reasonable by CONTRACTOR or CONTRACTOR'S insurance company. The CUSTOMER shall be named as an additional insured on the policy.

2. CUSTOMER OBLIGATIONS

2.1 The CUSTOMER agrees to provide and furnish the CONTRACTOR the following: *As shown in Schedule A*

2.1.1 Information required by the CONTRACTOR to properly bill the accounts. Information shall be in the form of legible electronic Patient Care Reports.

2.1.2 When available, hospital admission face sheets including insurance information and other information, including patient signatures, which may be available and legally obtainable for individuals receiving ambulance service when necessary for billing purposes, physician certified statements (PCS) and advance beneficiary notice (ABN) when applicable. See Schedule A for detailed list

2.1.3 Information that is necessary regarding collection for accounts that remain delinquent after the CONTRACTOR has provided billing services.

2.1.4 Payment as required under Article Three of this agreement.

3. PAYMENT FOR SERVICES

3.1 The CUSTOMER agrees to pay for services performed by the CONTRACTOR at the rate of \$35.00 per each incident provided by CUSTOMER to CONTRACTOR. The CUSTOMER agrees to pay for services by the CONTRACTOR at the rate of \$20.00 for each Record Request completed. Pricing will be reviewed and potentially adjusted every 2 years.

3.2 The CONTRACTOR shall invoice the CUSTOMER on a monthly basis for services rendered and payment of each invoice shall be due within 30 days of the date of the invoice.

4. TERM, DEFAULT, AND TERMINATION

4.1 This agreement shall be effective on the date first mentioned above and shall extend through and include 2years unless terminated prior to that date pursuant to this Article Four.

4.2 If any one or more of the following occurs: (1) a payment due from CUSTOMER to CONTRACTOR shall be and remain unpaid in whole or in part for more than sixty (60) days after same is due and payable; (2) CUSTOMER shall violate or default on any of the other covenant agreements, stipulations or conditions herein and such violation or default shall continue for a period of ten (10) days after written notice from CONTRACTOR of such violation or default; then it shall be optional for CONTRACTOR, without further demand or notice, to terminate this agreement and the said term ended and CONTRACTOR shall not be liable for damages by reason of such termination; but notwithstanding termination by CONTRACTOR, the liability of CUSTOMER for the payments provided herein shall not be relinquished or extinguished for the services provided prior to termination. CUSTOMER shall be responsible for, in addition to the payments agreed to be paid hereunder, reasonable attorneys' fees and costs incurred by CONTRACTOR to enforce the provisions of this Agreement or to collect the payments due CONTRACTOR hereunder.

4.3 Each right or remedy of CONTRACTOR provided for in this agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this agreement now or hereafter existing at law or in equity or by statute or otherwise.

4.4 CONTRACTOR shall not be deemed to be in default under this agreement until

CUSTOMER has given CONTRACTOR written notice specifying the nature of the default and CONTRACTOR does not cure such default within (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

4.5 CUSTOMER or CONTRACTOR may terminate this agreement for any reason upon 60 days written notice, at which time all outstanding payments due from CUSTOMER to CONTRACTOR shall become immediately due and payable.

5. INDEMNIFICATION

5.1 Each party agrees that it shall protect, indemnify and hold harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the other in any suit, including appeals, for loss or damage to property caused by the negligent acts or omissions of the indemnifying party, its agents or employees, in connection with or as a result of this agreement, the performance of either party's obligations hereunder or the performance of services governed by this agreement. Neither party shall be required to reimburse, defend or indemnify the other party for loss or claim due to the negligence of such other party. In case of joint or concurrent negligence of the parties giving rise to a loss or claim against either one or both, each shall have full rights of contribution against the other.

5.2 Each party shall promptly notify the other party of the assertion of any claim against which the party is indemnified by the other party.

6. GENERAL PROVISIONS

6.1 Nothing in this agreement is intended or shall be construed to create an employer - employee relationship, a partnership, a joint venture, or a lessor-lessee relationship between the parties.

6.2 Each party understands and agrees that it is responsible for payment of the wages, salaries and benefits of its own employees and that the other party shall not pay or withhold any sums for income tax, unemployment insurance, workers compensation premiums, social security or any other withholding required by law or any other agreement.

6.3 This agreement shall be interpreted, construed and governed by the laws of the State of Iowa.

6.4 This agreement may be amended or modified only in writing and signed by both parties.

6.5 This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of the CUSTOMER and the CONTRACTOR and their respective successors and assigns.

6.6 This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one agreement.

6.7 Any notice required or permitted under this agreement shall be deemed sufficiently given or served if e-mailed to chris@midwestemsbilling.org or sent by United States mail, addressed as follows:

If to CONTRACTOR to:

MIDWEST EMS Billing, LLC

Christopher Bodensadt

Po Box 8

West Branch, IA 52358

If to CUSTOMER to: **City of St. James**, 1205 6th Ave S, St. James MN, 56081

CONTRACTOR and CUSTOMER shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Invoices sent by CONTRACTOR to CUSTOMER shall be sent via regular mail to the address set forth above, as may be changed from time to time by CUSTOMER or by email as designated by the CUSTOMER.

6.8 If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law. No receipts or acceptance by CONTRACTOR from CUSTOMER of less than the monthly payments herein stipulated shall be deemed to be other than a partial payment on account for

any due and unpaid amounts; no endorsement or statement of any check or any letter or other writing accompanying any check or payment of rent to CONTRACTOR shall be deemed an accord and satisfaction, and CONTRACTOR may accept and negotiate such check or payment without prejudice to CONTRACTOR's rights to (i) recover the remaining balance of such unpaid amounts or (ii) pursue any other remedy provided in this agreement. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

7 HIPAA BUSINESS ASSOCIATE ADDENDUM

The attached updated HIPAA Business Associate Addendum is incorporated herein in order to satisfy the requirements of the final and/or amended regulations in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed on its behalf by its duly authorized officer or other representatives on this _____day of _____, 20____.

City of St. James

MIDWEST EMS Billing, LLC

Signature: _____

Signature: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Schedule A

EMS Provider signatures on all patient care reports including Non Transports

Patient Signature per Medicare guidelines

Facesheet with insurance/demographics

Guarantor information for all minor patients

Complete and Accurate Physician Certified Statements for all non emergent interfacility transports

ALS run reports and/or documentation of ALS intervention by ALS provider for all ALS intercept runs

Advanced Beneficiary Notice when applicable