

AGREEMENT FOR AMBULANCE BILLING SERVICES

THIS AGREEMENT, effective this ____ day of _____, _____, by and between Paramedics Logistics Operating Company, LLC Plus, a Delaware limited liability company with its principal place of business in Texas (hereinafter referred to as "PLOC"), and Wylie Fire Department, a Texas municipal fire department (hereinafter referred to as "Client").

RECITALS

WHEREAS, PLOC operates Paramedics Logistics Texas, LLC d/b/a Paramedics Plus hereinafter referred to as PP Texas, which provides emergency and/or non-emergency ambulance and medical transportation services and performs its own billing for these services; and

WHEREAS, Client provides emergency ambulance services and is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others; and

WHEREAS, East Texas Medical Center EMS ("ETMC EMS") and Southeast Collin County EMS Coalition, consisting of Wylie, in addition to the Texas cities of Parker, St. Paul, and Lavon (collectively, "Coalition") entered into the Contract for Paramedic Ambulance Services dated October 1, 2003, the Contract for Paramedic Ambulance Services dated October 1, 2008, and the Contract for Paramedic Ambulance Services dated October 1, 2014, each as amended, supplemented and/or novated (collectively, the "Coalition Agreements"); and

WHEREAS, in 2014, ETMC EMS and Wylie entered into a Supplemental Agreement to the Coalition Agreement dated October 1, 2014 ("1st Supplement"), and the 1st Supplement was also effective as of October 1, 2014; and

WHEREAS, on February 13, 2018, ETMC EMS and the Coalition entered into a Consent to Assignment, transferring and assigning the Coalition Agreements and the 1st Supplement from ETMC EMS to PP Texas, and this Consent to Assignment was effective on March 29, 2018 and signed by all members of the Coalition (collectively the Consent to Assignment, the Coalition Agreements and the 1st Supplement are referred to as the "Underlying Agreements"); and

WHEREAS, PP Texas is willing to provide through PLOC, third-party billing and claims management services for Client's ambulance services provided pursuant to the Underlying Agreements; and

WHEREAS, Client desires to utilize PLOC for billing and claims management services, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. **Recitals.** The recitals are incorporated into this Agreement as if fully set forth herein.

2. **Appointment.** Client hereby engages PLOC to provide third party billing services (Services, as described in Paragraph 3, below) when Client provides ambulance services for PP Texas pursuant to the Underlying Agreements. PP Texas is not authorized under this Agreement or otherwise to provide third party billing services in any other instance.

3. **Duties of PLOC.** PLOC shall perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to PLOC, as well as list of what PLOC considers to be Required Documentation. All Required Documentation must be in accordance with applicable laws, regulations and payer guidelines, and PLOC is obligated to inform Client of all such applicable laws, regulations and payer guidelines. PLOC reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon PLOC’s understanding of said laws, regulations or payer rules applicable to the date the Back-up Ambulance Services were rendered. If any Required Documentation is missing or deficient, PLOC will request necessary documentation or correction from Client.

c. Promptly prepare and submit claims deemed complete and eligible by PP Texas for reimbursement.

d. Promptly post payments made on Client’s behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three reminder statements to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Notify Client of any overpayments and/or credit balances of which PLOC becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.¹

g. Promptly notify Client of any suspension, deactivation or revocation of any license, permit, certification or enrollment required to perform the Services, or any change in ownership or management of PLOC.

h. Comply with applicable laws, regulations and payer guidelines.

¹ PLOC will provide Client notice of any overpayments and/or credit balances through an “packet” that will contain a check in the proper amount of the “overpayment.” Client remains responsible for remitting the overpayment.

4. **Duties of Client.** Client shall be responsible for the following at its sole cost and expense:

a. Providing PLOC with complete and accurate Required Documentation on a regular and timely basis as reasonably scheduled by PLOC.

b. Provide PLOC with all Required Documentation, as well as other relevant documentation reasonably required by PLOC.

c. Maintain (or promptly obtain and then maintain, as applicable) its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates and enrollment with all (collectively, "Licenses"), and remain in good standing with Medicare, Medicaid and all other state and federal health care programs it desires to bill. Client shall be responsible for ensuring all information on file with Medicare, Medicaid and all other payments sources is accurate and complete and timely updated as required by law, regulation or payer policy. Client shall provide copies of all current Licenses, including renewals, to PLOC, upon reasonable request. Client shall be responsible to obtain and then maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by PLOC if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify PLOC of any suspension, deactivation or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

d. Obtain all information reasonably required by PLOC to justify the services being reported and/or billed by PLOC on Client's behalf.

e. Report to PLOC all payments made directly to Client for ambulance services rendered by Client within thirty (30) business days of Client's receipt of such payments;²

f. Cooperate reasonably with PLOC so as to enable PLOC to meet its obligations under this Agreement.

5. **Medicare or Other Payer Audits.** Client shall promptly notify PLOC if there has been any prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by Client and/or PLOC that is initiated by any person or entity other than Client. PLOC shall promptly notify Client if there has been any prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by Client and/or PLOC that is initiated by any person or entity other than PLOC.

² Payments made directly to Client means any payment received directly by Client and not made to PLOC functioning a Client's third-party billing and claims management agent.

6. **Compliance.**

a. Each party is setting up and maintaining its own compliance program.

b. The parties represent that they are not the subject of any actions or investigations pertaining to their participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.

c. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement.

d. **Non-Employment of Individuals on the OIG Exclusion List.** The parties warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees are not excluded. The website is: <http://exclusions.oig.hhs.gov/>.

7. **Disposition of Funds/Compensation.**

a. Wylie shall set up a “lock-box” style account in its name into which all payments billed by PLOC shall be deposited.

b. In exchange for the Services described in this Agreement as well as in consideration of the services provided by PLOC pursuant to the Underlying Agreements, within 3 business days of getting paid for claims billed pursuant to this Agreement, Client shall transfer all monies received from each claim to a “lock-box” style account in the name of PLOC.

8. **Term and Termination.** This Agreement shall be in effect as long as the Underlying Agreements are in effect. Should the Underlying Agreements terminate for any reason, then this Agreement shall automatically terminate.

9. **Events of Default.** If either party breaches a material term or condition of this Agreement, they shall use their best efforts to mutually work through any potential breaches.

10. **Notices.** All notices, statements, demands or other communications (hereinafter collectively referred to as "notices") made under or pertaining to this Agreement shall be given to the parties at the following addresses:

Client:
Wylie Fire Department
Attn: _____

PLOC:
Paramedics Logistics Texas, LLC
d/b/a Paramedics Plus
Attn: _____

11. **Indemnification.** PLOC SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS WYLIE AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES ARISING OUT OF, OR OCCASIONED BY, THE ACTS OR OMISSIONS OF PLOC OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF OBLIGATIONS PURSUANT TO THIS AGREEMENT. PLOC AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS, OR ITS AGENTS OR EMPLOYEES, OWN NEGLIGENCE, MALFEASANCE, ACT OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN PLOC AND ITS EMPLOYEES AS A RESULT OF THAT EMPLOYEES EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH PLOC, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT, EMPLOYEE BENEFITS, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE OBLIGATIONS IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

12. **Agent to Receive Payment.** Client hereby designates PLOC as its agent to receive payments due to Client from third party payors and financially responsible parties where permitted by law, subject to the rights, obligations and conditions of this Agreement. Nothing in this Paragraph shall be deemed to effect a reassignment of benefits where not authorized by law. Client also expressly authorizes PLOC to arrange payment plans and accept partial payments from payors or financially responsible parties on behalf of Client. If, as and when required by Client, PLOC shall cease and desist from seeking payment from, or making any collection efforts against, payors or financially responsible parties on behalf of Client.

13. **No Third-Party Rights.** This Agreement inures to the benefit of and concerns only the parties to the Agreement. It does not create any express or implied rights in any other

person or party nor is it the intent of the parties that any person not a party to this Agreement shall be considered a third-party beneficiary of this Agreement.

14. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Texas without consideration of conflict of laws principles.

15. **HIPAA Business Associate Assurances.** PLOC agrees to appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

a. *General Provisions*

(1) Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

(2) Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

(3) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. *Obligations of PLOC.* PLOC agrees that it will:

(1) Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

(2) Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

(3) Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;

(4) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of PLOC agree to the same restrictions, conditions, and requirements that apply to PLOC with respect to such information;

(5) Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

(6) Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client's obligations under 45 CFR §164.526;

(7) Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client's obligations under 45 CFR §164.528;

(8) To the extent that PLOC is to carry out any of Client's obligations under the HIPAA Privacy Rule, PLOC shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;

(9) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by PLOC on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining PLOC and Client's compliance with HIPAA and the HITECH Act;

(10) Restrict the use or disclosure of PHI if Client notifies PLOC of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and

c. *Permitted Uses and Disclosures by PLOC.* The specific uses and disclosures of PHI that PLOC may make on behalf of Client include:

(1) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;

(2) Preparation of reminder notices and documents pertaining to collections of overdue accounts;

(3) The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Client to its patients or to appeal denials of payment for the same; and

(4) Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that PLOC has been agreed to perform on behalf of Client, as set forth in this Agreement.

d. *Termination*

(1) Notwithstanding the termination provisions set forth in Paragraph 8 of this Agreement, Client may terminate this Agreement if Client determines that PLOC has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 15.

(2) Upon termination of this Agreement, since return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

16. **Amendments.** No agreement or understanding varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

17. **Force Majeure.** The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, governmental regulations, declarations, or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, catastrophic software or hardware failure, or through acts of God.

18. **Construction.** This Agreement is subject to applicable state and federal laws and regulations and shall be construed so as to be consistent with the parties' obligations thereunder. In the event that any provision hereof is adjudged to any extent to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Paramedics Logistics Operating Company, LLC

City of Wylie

By:

By:

Signature

Signature

Mark Postma
Print Name

Print Name

President
Title

Title

Date Executed

Date Executed