



PUBLIC DOCUMENT
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CITY CLERK'S OFFICE
MUSCATINE, IOWA

BILLING AND COLLECTION SERVICE AGREEMENT

This Agreement is entered into as of 08/05/2010 by and between TriTech Emergency Medical Systems Inc., (hereinafter "TriTech"), and Muscatine Fire Department (A153, a(n) [corporation/ limited liability company/ public agency/other] ("Ambulance Service").

RECITALS

Whereas, TriTech has technical expertise in health care billing, specifically for the Emergency Medical Services ("EMS") and medical transportation industry.

Whereas, TriTech provides billing services for EMS/medical transportation providers (the "Sweet Billing Service").

Whereas, Ambulance Service desires TriTech to provide it with billing services for the EMS/medical transportation services ("Services") it provides to its community.

Whereas, TriTech desires to provide billing services to Ambulance Service, subject to the following terms and conditions:

THEREFORE, IT IS AGREED AS FOLLOWS:

AMBULANCE SERVICE RESPONSIBILITIES

For each patient Ambulance Service desires to bill ("Patient"), Ambulance Service shall obtain and forward patient information and documentation as described in Schedule B – Patient Information.

Ambulance Service warrants that all information provided to TriTech shall be accurate and complete, to the best of its knowledge. TriTech shall have no obligation to verify the accuracy of such information, and Ambulance Service shall be solely responsible for such accuracy.

Ambulance Service shall establish and provide to TriTech a rate schedule for Services.

Ambulance Service shall provide notice of any changes to such rates to TriTech, at least ten (10) days prior to the date TriTech is to implement the changes.

Within two (2) business days of receipt, Ambulance Service shall deposit all payments received from a Responsible Party (as that term is defined in Schedule B) in Ambulance Service's own bank account. Within two (2) business days of such deposit, Ambulance Service shall forward copies of all checks, remittance information and deposit slips to TriTech for payment posting.

Ambulance Service may provide, or defer to TriTech's judgment, messages to be inserted in any billings submitted by TriTech; however TriTech reserves the right to decline the insertion of messages which it feels conflict with any applicable collection laws or ethical standards.

Ambulance Service further represents that it is in good standing with all applicable state and Federal agencies and that it will not submit to TriTech, for billing, any claims for Services rendered by individuals who are excluded from participation in any State or Federal health care programs.

AMBULANCE SERVICE AGREES TO INDEMNIFY TRITECH, ITS AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM:

- (i) ANY INACCURATE OR MISLEADING INFORMATION PROVIDED TO TRITECH THAT RESULTS IN THE SUBMISSION OF A FALSE OR FRAUDULENT CLAIM OR OVERPAYMENT;



- (ii) THE SUBMISSION OF CLAIMS FOR SERVICES RENDERED BY INDIVIDUALS EXCLUDED FROM PARTICIPATION IN ANY STATE OR FEDERAL HEALTH CARE PROGRAM, OR RENDERED DURING SUCH PERIOD IN WHICH AMBULANCE SERVICE IS EXCLUDED FROM PARTICIPATION IN SUCH PROGRAMS;
- (iii) A CHARGE MATRIX THAT CONFLICTS WITH ANY STATE OR FEDERAL REGULATIONS, INCLUDING BUT NOT LIMITED TO ANTI- KICKBACK STATUTES (SECTION 1128(B) OF THE SOCIAL SECURITY ACT) AS IMPLEMENTED AND ENFORCED BY MEDICARE, MEDICAID OR ANY OTHER PUBLIC PAYOR OR ENFORCEMENT AGENCY.

TRITECH RESPONSIBILITIES

Patient Billing

Upon receipt of the Patient Information from Ambulance Service, TriTech shall bill Responsible Parties for Services provided by Ambulance Service at rates as set forth by Ambulance Service, and provided to TriTech and shall instruct Responsible Parties to remit payment to Ambulance Service.

TriTech shall bill each Patient separately for the care given, in accordance with the rules or regulations of the applicable Medicare Carrier/Contractor, State Medical Assistance Program (Medicaid), or other public payor; even if Ambulance Service transports two or more patients within the same ambulance on the same transport.

TriTech shall send a monthly invoice to the Patient or other Responsible Party, including a final payment request, as necessary, at ninety days.

If, following an initial request for Review (when appropriate), Medicare or Medicaid payment does not cover Ambulance Service's charges for EMS rendered, Ambulance Service may request TriTech to request a phone appeal or proceed for further administrative or judicial review of the payment policy involved. Ambulance Service agrees to pay an additional fee for such services as outlined in Schedule A.

Collections

Upon written request from Ambulance Service, TriTech shall refer overdue accounts to a collection agency designated in writing by Ambulance Service according to a schedule designated in the request.

All delinquent accounts will be referred to the designated collection agency unless Ambulance Service makes a written request to TriTech to review an account before assignment to the agency.

All negotiations with the collection agency, including payment of fees, shall be the responsibility of Ambulance Service. TriTech shall have no responsibility or liability for any collection agency fees.

Miscellaneous

TriTech shall provide Ambulance Service with current financial and operational information of Ambulance Service's services on a monthly basis using a report defined in Schedule C – Monthly Reports.

SECURITY AND ACCOUNTABILITY

TriTech and Ambulance Service shall keep complete records of all claims, payments, and financial transactions. Upon at least twenty-four hours notice to Ambulance Service, TriTech shall have the right to inspect and audit Ambulance Service records including all patient transport documentation relating to Services. Upon at least twenty-four hours notice to TriTech, Ambulance Service has the right to inspect and audit that portion of TriTech's records relating to Ambulance Service. Neither party shall exercise



such inspection rights more than once per calendar year without good cause, and each party shall bear its own expenses related to such inspection and audit.

Execution of this agreement will make TriTech a "Business Associate" of Ambulance Service and as such, TriTech is required to provide certain assurances as defined in the TriTech Emergency Medical Systems Inc. Business Associate Assurance (the "Business Associate Assurance").

TriTech may amend the Business Associate Assurance without notice when such amendment is deemed necessary to comply with changes to governing Federal Regulations.

A copy of the current Business Associate Assurance document may be requested from TriTech, or is available for download from the TriTech Emergency Medical Systems website.

FEES

This Agreement shall become effective 08/05/10, upon payment by Ambulance Service and acceptance by TriTech of an Initial set-up fee ("Initial Set-Up Fee"), the amount of which is defined in Schedule A – Service Fees; after which TriTech shall have the exclusive right to bill all accounts for services provided by Ambulance Service.

Ambulance Service shall pay TriTech monthly and/or annual fees for providing the billing service as defined in Schedule A – Service Fees.

TriTech shall invoice Ambulance Service monthly. Ambulance Service shall remit the amount due to SBS within fifteen (15) days of the date the invoice is mailed by TriTech ("Due Date"). In the event Ambulance Service fails to make full payment by the Due Date, Ambulance Service shall pay a late fee in the amount of the lesser of one and one-half percent (1.5%) interest of the unpaid balance per month or the maximum lawful rate under applicable state law which shall accrue from the Due Date. Further, in the event Ambulance Service fails to make full payment by the Due Date, TriTech may, at its discretion, suspend service hereunder until full payment is made, or terminate this Agreement.

TERM AND TERMINATION

This Agreement shall be construed and enforced in accordance with the laws of the State of California. This contract shall be assignable upon prior written notice to the other party, and binding on the assigns of either party.

All disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the California state and federal courts located in San Diego County, and both parties consent to such jurisdiction and venue.

The initial term of this contract shall be one year, commencing as of the Effective Date. This contract shall automatically renew as of the anniversary of the Effective Date but may be terminated without cause by either party providing an advance ninety (90) day written notice of such intent sent via certified mail by the United States Postal Service to the attention of the following:

Notice to TriTech:
TriTech Emergency Medical Systems Inc.
Attn: Teresa Ruroden
PO Box 276
Decorah, IA 52101-0276



Notice to Ambulance Service:
(insert contact name and address information)

Ambulance Service shall at all times indemnify and hold TriTech harmless from and against all claims, causes of action, liability, loss, damages, costs and expenses, including attorney's fees, which TriTech may for any cause at any time sustain or incur in the good faith performance of this Billing and Collection Service Agreement or by reason of the actions or omissions of Ambulance Service or any breach of warranty herein. However, the indemnification under this paragraph shall not extend to claims, causes of action, liability, loss, damages, costs and expenses arising solely by reason of the gross negligence of TriTech, its agents or employees. **NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH, THE LIABILITY OF TRITECH FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES INCURRED BY TRITECH BY REASON OF HAVING EXECUTED THIS BILLING AND COLLECTION SERVICE AGREEMENT, OR FOR PERFORMANCE OF ITS SERVICES UNDER THIS BILLING AND COLLECTION SERVICE AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY TRITECH PURSUANT TO THIS BILLING AND COLLECTION SERVICE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.** This provision shall survive termination of this Agreement.

TriTech shall be entitled to increase its fees on an annual basis by written notice to Ambulance Service at least thirty (30) days prior to the effective date of the increase.

The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be deemed severed (or, if possible, reformed to make such provision valid and enforceable), and the rest of the Agreement shall remain in full force and effect.

The provisions set forth in this Agreement are for the sole benefit of the parties hereto and their successors and assigns, and they shall not be construed as conferring any rights on any other persons.

The specific uses and disclosures of PHI that may be made by TriTech on behalf of Ambulance Service include:

- The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Ambulance Services to its patients;
- Preparation of reminder notices and documents pertaining to collections of overdue accounts;
- The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Ambulance Service to its patients or to appeal denials of payment for same;
- Uses required for the proper management of TriTech as a business associate;
- Other uses or disclosures of PHI as permitted by HIPAA privacy rule

At the termination of this Agreement, TriTech shall return or destroy all PHI received from, or created or received by TriTech on behalf of Ambulance Service. In the event the return or destruction of such PHI is infeasible, TriTech's obligations under this section shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of this Agreement for any reason.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Ambulance Service upon thirty (30) days written notice to TriTech, if in its sole discretion Ambulance



Service determines that TriTech has violated a term or provision of this Agreement pertaining to Ambulance Service's obligations under the HIPAA privacy rule, or if TriTech engages in conduct which would, if committed by Ambulance Service, result in a violation of the HIPAA privacy rule by Ambulance Service.

This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Agreement may be amended only by an Instrument executed by the authorized representatives of both parties.

This Agreement is agreed to by: *TriTech Emergency Medical Systems Inc.* and *Ambulance Service*

By: Richard W. Bruen
Title: Mayor
Date: August 5, 2010

By: Chris K. Barry
Title: Director of Operations
Date: 8-16-10



Schedule A – Service Fees

- \$30.00 fee per billable call
- \$5.00 fee per non billable call

New Service Fee will be effective on the first day of the month and billed 30 days later following the signing of this contract.



Schedule B – Patient Information

Each time TriTech is to bill or enter data in relation to a call, Ambulance Service shall provide TriTech with a fully completed Patient Care Report (PCR) regardless of whether services are performed. Ambulance Service shall provide TriTech with copies of all PCRs and other "Charge Sheets" or records of service ("Charge Sheets") Ambulance Service uses. The combined documentation is to be provided in electronic format.

The documentation shall include:

- a. The Patient's full name and date of birth
- b. The mailing address (Including Zip Code) and telephone number of the Patient or other party responsible for payment ("Guarantor")
- c. The zip code which represents the point of pickup of the patient
- d. The Patient's and/or Guarantor's social security number
- e. The name and address of the Patient's health insurance carrier, name and date of birth of policyholder or primary covered party, and any applicable group and ID numbers
- f. The auto insurance carrier's address and/or agent's name and phone number if an automobile accident
- g. The employer's name, address and Workers Compensation Insurance information if the Incident is work related
- h. The Patient's Medicare and/or Medicaid HIC numbers, if applicable
- i. The "Lifetime Signature Authorization" form signed by the patient or his/her representative, including Acknowledgement of Receipt of Notice of Privacy Practices.
- j. Completed Hospital Face Sheet.
- k. The charges to be applied to the call as determined by Ambulance Service
- l. The call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P
- m. Odometer readings, including tenths, such that loaded miles may be calculated.
- n. The physician certification statements (PCS) for non-emergency transports, (pursuant to the most current regulations of the Centers for Medicare and Medicaid Services (CMS)).
- o. Any other information that TriTech may reasonably require to bill the Patient, Guarantor, public or private third party payor or other responsible party, (collectively, "Responsible Party").



Schedule C – Monthly Reports

TriTech shall provide the following reports to Ambulance Service each month:

- Calls entered in the previous month
- System Summary
- Cash posted in the previous month
- Refunds posted in the previous month
- Write Offs posted in the previous month
- Aging as of end of previous month
- Receivables Distribution for previous 12 months
- Twelve Month Charge/Credit for previous 12 months
- Patient Collections for calls that reached end of billing efforts in past month
- Administrative Review