**BILLING AGREEMENT BETWEEN TWO POLITICAL SUBDIVISIONS**

**JOINT POWERS AGREEMENT FOR BILLING SERVICES**

**I. PARTIES**

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Hereinafter referred to respectively as:

“PURCHASER” “BILLING AGENCY”

**II. RECITALS**

WHEREAS, both the Purchaser and the Billing Agency are political subdivisions of equal rank (see 190.010-2 RSMo), and

WHEREAS, both the Purchaser and the Billing Agency possess not only their express powers but also, they have all other powers that are incidental, necessary, convenient, or desirable to carry out their express powers, and

WHEREAS, both the Purchaser and the Billing Agency jointly can engage in activities for which individually they are so empowered (see 70.220 RSMo and Article VI s 16 of the Missouri Constitution), and

WHEREAS, billing in the emergency medical services field are difficult, cumbersome, technical, and time consuming, and

WHEREFORE, the parties have entered into this Agreement.

**III. DUTIES OF THE PURCHASER**

**A**. **Supplying Necessary Information:** The Purchaser shall supply to the Billing Agency all necessary information, including copies of all ambulance run reports whether in paper or electronic format for a given month by no later than the tenth day of the following month.

**B. Accurate and Complete Reports:** The Purchaser shall supply the Billing Agency with legible, useful, accurate and as complete reports as possible. These reports shall include all relevant insurance coverage information and accurate addresses of responsible parties.

**C. Mutually Accepted Methodology and Changes:** Billing Agency and Purchaser representatives will establish a method by which Purchaser transmits, in a timely manner, completed patient care reports to Billing Agency for the purpose of initiating claims processing. It is understood that the manner of transmittal of patient care reports may change from time to time as either party hereto, or both, may avail themselves of technological advances and any such changes will not require a written addendum to this agreement.

**D. Compliance with the Medicare Patient Signature Requirement:** Purchaser understands and agrees that each Patient Care Reports submitted to Billing Agency for billing will bear the required signature, or documentation that evidences the individual patient was unable to sign the Patient Care Report, or other forms as may be required to initiate billing activity.

**E.** **Appointment of a Liaison Person:** Purchaser will designate an employee as Billing Liaison Contact who will coordinate communication with Billing Agency, schedule “as needed” training for Purchaser’s employees to ensure all ambulance reports are properly completed and also promptly delivered to Billing Agency for timely processing in accordance with Section V herein.

**F. Purchaser to Maintain Proper Licensure of Its Service and Personnel:** Purchaser represents and warrants that at all times during the term of this Agreement:

(1) its elected directors, appointed administrators, employees, representatives, volunteers, or agents, will perform all ambulance services in accordance with all applicable federal, state and local laws, regulations or ordinances, and prevailing professional standards or protocols at the time such services are rendered;

(2) it will obtain and maintain all approvals, licenses and certificates required for the lawful operation of a ground ambulance service;

(3) any and all representatives, volunteers, students or other participants in the delivery of ambulance services will be properly certified and licensed to render the services for which Billing Agency will submit claims to government or third-party private payers.

**IV. DUTIES OF THE BILLING AGENCY**

**A. Billing Agency Not a Collection Agency:**  Although the Billing Agency is exempt from the restrictions contained in the Federal Fair Debt Collection Practices Act, the Billing Agency nonetheless shall not violate the provisions of the Act. The Billing Agency shall engage in only reasonable billing methods. The Billing Agency shall do nothing that would endanger the Purchaser’s public image or business reputation. Billing Agency is not a collection agency and is only a billing company and will refer matters to a collection agency only in accord with Purchaser’s guidelines and policies.

**B. Billing Agency to Stay Current on Changes to Medicare and Medicaid:** The Billing Agency shall keep abreast of the latest Medicare and Medicaid Law changes and maintain its expertise in billing procedures. The Billing Agency shall use the necessary equipment, obtain the required software, and employ the necessary personnel to deal with Medicare, Medicaid, and other third party pay systems.

**C. Billing Agency’s Due Business Diligence:** The Billing Agency shall use due business diligence when submitting and following up the claims of the Purchaser. The level of due business diligence required by this section shall be the same as that which the Billing Agency applies to its own business.

**D. Prompt Submission of Claims:** Claims for collection shall be submitted as promptly as possible by the Billing Agency to the responsible parties, private insurance or HMOs, Veterans’ Affairs, CHAMPUS, Tri-Care, Medicare, Medicaid, Workers Compensation, subrogation liens, or any other third party pay mechanism.

**E. Adequate Insurance and Bonding:** Billing Agency warrants that Billing Agency currently has and shall maintain adequate bonding and errors and omissions insurance coverage satisfactory to the Purchaser.

**F. Copies of Billings:** Billing Agency will provide copies of billings to Purchaser that are appropriately formatted, filed, mailed, electronically transmitted bills, invoices or statements to third party payers, patients, and/or other responsible parties, for all ambulance services rendered by Purchaser. Billing Agency will also provide all correspondence, telephone calls, or other notices commonly used in billing for such services.

**G. “Lock Box” Account to Protect Purchaser:** For Billing Services rendered under this agreement, Billing Agency will comply with the requirements of §3060.10, Subdivision B, of the Medicare Carriers Manual. Therefore, all manual checks generated by Billing Agency’s billing efforts, on behalf of the Purchaser, will be directly mailed to a bank lock box service located at a bank selected by the Purchaser and immediately deposited into Purchaser’s account. Electronic payments will also be routed directly into the same bank account for immediate deposit. Billing Agency will not have access to, handle or control any of Purchaser’s funds, nor will Billing Agency negotiate any check that is generated for services rendered by Billing Agency under this agreement. Purchaser shall instruct its bank, to promptly forward to Billing Agency all support information and/or documentation from all payments received for the purpose of prompt posting to the appropriate patient account.

**H. Compliance with All Applicable State and Federal Laws; Purchaser’s Reservation of Right to Instruct:**  Billing Agency will comply with all of the requirements of federal and state law. Purchaser’s Board of Directors or its designee will provide written directives and/or guidelines to Billing Agency regarding the procedures to be followed for billing of services on behalf of Purchaser, providing however, that no such directives, guidelines, policies and/or practices shall be contrary to such laws or regulations.

**I. Billing Agency to Advise on Improvements and Refinements; Representation to Third Parties:** When necessary or appropriate, Billing Agency will advise Purchaser’s Board of Directors and officers of any improvements, variances, suggestions or required changes that may or should be implemented to Purchaser’s established guidelines that would impact the remittance rate for a service or group of services. Any such advice shall be provided for informational purposes only and, unless acted upon by the Board of Directors or its lawful designee, will not change the established guidelines under which Billing Agency represents Purchaser as its Billing Representative until any such changes are documented in writing to the Billing agency by Purchaser.

**J. Billing Agency Responsible for Its Own Costs:** Billing Agency is responsible for all costs of the billing process, including maintenance of all electronic billing facilities equipment, postage, stationary, maintenance of toll-free long-distance telephone service and Billing Agency will not charge Purchaser for any out of pocket cost of its provision of services unless directed to do so by Purchaser in writing.

**K. Claims to Medicare and Medicaid to be on an “Assignment” Basis as Required by Law:** In accordance with federal and state law, Billing Agency will comply with all requirements of claims submission to Medicare and Medicaid, including submitting all claims as “assignment accepted.”

**V. CONSIDERATION AND PAYMENT PROCEDURES**

**A. 8% Per cent Fee and Procedures:** Purchaser will pay Billing Agency Eight Percent (8.00%) of the funds collected by Billing Agency on Purchaser’s behalf. Statements and payment for billing services will be as follows:

1. Billing Agency will submit a statement to Purchaser for Billing Services at the end of each month. These statements will detail revenue collected by Billing Agency on behalf of Purchaser.

2. Purchaser will remit to Billing Agency the full amount due within twenty (20) days of the statement date. If the Purchaser should dispute any portion of the amount due to the Billing Agency, Purchaser will remit to Billing Agency all undisputed amounts within twenty (20) days of the original statement date.

3. Disputed amounts will be resolved between the Purchaser and the Billing Agency within thirty days of the original statement date and, if it is determined such amounts are due to Billing Agency, such amounts will be remitted by the Purchaser to the Billing Agency with the next month’s payment.

4. If Purchaser would receive a payment(s) that was made in error by any payer and a refund of that payment must be made, Purchaser is responsible for such refund(s) in full. Billing Agency will then credit Purchaser any payment made by Purchaser to Billing Agency for billing services on the refunded amount.

5. If it is determined that Purchaser employees, directors, representatives, agents or volunteers knowingly falsified medical or insurance patient care information to qualify a claim, or classification of claims for higher reimbursement, and submitted that information to Billing Agency for processing, and such falsified information resulted in a demand for repayment, including penalties and interest, Billing Agency shall not be required to refund any monies it previously earned on such payment(s) to the Purchaser.

**B. Claims Not Submitted Prior to Execution of this Agreement; 15% Fee:** Purchaser acknowledges a number of ambulance service claims, which have not been submitted to appropriate payer sources, existed prior to the ratification and implementation of this Agreement. For ambulance service claims on which the date of service predates the commencement of this Agreement, Purchaser will pay Billing Agency Fifteen Percent (15%) of the revenue collected by Billing Agency on the Purchaser’s behalf. With the exception of this higher percentage charge on claims that predate the commencement of this Agreement, all other provisions of Paragraph V. A supra herein apply.

**C. Monthly Account Activity Reports:** Billing Agency will prepare for Purchaser monthly patient account activity reports showing all claims and amounts billed, revenue collected, payer sources, aged accounts receivable and other information as reasonably requested by Purchaser.

**D. Assistance to any Audits:** Billing Agency will assist Purchaser with any and all requests by its accounting and/or auditing firm(s).

**VI. MUTUAL INDEMNIFICATIONS,**

**RECIPROCAL HIPAA BUSINESS ASSOCIATE AGREEMENTS,**

**AND CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

**A. Billing Agency’s Indemnification of Purchaser; Limitation:** Billing Agency indemnifies and holds Purchaser harmless from claims of malpractice or injury, either through commission or omission, for acts by Billing Agency, its directors, officers, representatives, agents or employees. However, Billing Agency shall not be held responsible for incorrect billings based on erroneous or incomplete information provided by Purchaser.

**B. Purchaser’s Indemnification of Billing Agency Limited to Malpractice or Injury Claims:** Purchaser indemnifies and holds Billing Agency harmless from claims of malpractice or injury, either through commission or omission, for any acts by Purchaser, its elected directors, officers, administrators, agents, representatives, volunteers, students, trainees or employees.

**C. Reciprocal HIPAA Business Associate Agreements:** As required by the Health Insurance Portability and Accountability Act of 1996, the parties hereto shall enter into a Business Associate Agreements to allow the sharing Protected Health Information in accordance with the purposes of this Agreement.

**D. Confidentiality of Protected Health Information:** In order to successfully accomplish the goals of the Agreement it is necessary for Purchaser to share Protected Health Information with Billing Agency. Billing Representative Billing Agency will not release any Protected Health Information about any patient, to any person, for any reason, without the express consent and approval of Purchaser. Furthermore, the Purchaser acknowledges, it shall, at all times, be the lawful custodian of patient care records.

**VII. MISCELLANEOUS PROVISIONS: RELATIONSHIP OF PARTIES, CONFIDENTIALITY,**

**PUBLIC RELATIONS, ASSIGNMENT OF RIGHTS, CHOICE OF LAW,**

**AMENDMENTS, SEVERABILITY, NOTICE PROCEDURES**

**A. Independent Contractor Relationship:** For purposes of this Agreement, the parties hereto are independent contractors, and it does not constitute the formation of a partnership, joint venture, employment, or master-servant relationship. The parties further agree that either party’s directors, officers, administrators, representatives, agents or employees will not be entitled to any benefits of an employee from the other party.

**B. Confidentiality of Business Information:** The parties hereto agree that they will have knowledge of various business practices, strategies and methods of the other party, to which they would not otherwise be aware except by this Agreement. Such knowledge will be held in strict confidence and the parties agree not to disclose to anyone, except duly authorized administrative personnel of either party, any such knowledge.

**C. Promotion of Positive Public Image of Other Party:** The parties hereto agree not to issue unfavorable remarks, spoken or written, about the practices, personnel, or methods of the other to anyone other than to duly authorized administrative personnel of either party, and to further uphold the good name and reputation of the other. The parties agree to work together in a professional and mutually supportive manner in all practices.

**D. No Assignment without Permission of Other Party:** The parties hereto will neither assign nor transfer their respective rights or obligations under this agreement except with the express prior written authorization of the other party. Such authorization shall not unreasonably be withheld.

**E. Permitted Assignments Binding on Assignees:** This Agreement is binding on the parties and their respective heirs and permitted successors and assigns

**F. Missouri Law Applies:** This Agreement will be governed and interpreted in accordance with the laws of the State of Missouri.

**G. Amendment Only by Mutually Executed Written Amendments:** This Agreement may be amended only by a subsequent written Agreement, or written Addendum to this Agreement, executed by and between duly authorized representatives of the Purchaser and the Billing Agency.

**H. Severability and Non-Waiver of Rights:** The failure of either party hereto to object to or take affirmative action with respect to any conduct, or failure to act, of the other party that is or may be a violation of the provisions of this Agreement will not be considered as a waiver of that violation or any prior or future violations of the provisions of this Agreement.

**I. Notice and Communication Procedures:** Except within the normal activities of the billing process, any notice or other communication required under the provisions of this Agreement will be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the persons designated by each party and addressed as set forth in this Section, or to such other persons and/or addresses as the parties may provide by written notice to the other. The date of the notice will be the date of mailing if the notice is mailed by certified mail. Respective notification will be addressed as follows:

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**VIII. COMMENCEMENT, TERM, AND TERMINATION**

**A. Commencement and Term:** The initial term of this agreement is from and ends .

**B. Automatic Renewals Unless Canceled:** Thereafter this Agreement will automatically renew on an annual basis, unless canceled by either party hereto, by written notice to the other, at least sixty (60) days prior to the end of the term.

**C. Termination for Cause Procedures:** Either party reserves the right to terminate this Agreement, for just cause, with a sixty (60) day notice. “Just cause” shall be understood to mean the failure to perform any of the provisions of this agreement by a party, intentionally or negligently, notwithstanding any resultant damage*.* Such termination will be by written notice to the other at the locations specified in VII.I supra.

**D. Billing Agency’s Billings to Continue When Termination Is Not for Cause:** With the exception of “just cause” as defined in paragraph VIII C. supra, upon termination of this Agreement, Billing Agency will continue to process all claims submitted by the purchaser prior to the termination for such a period of time as is reasonable to expect successful processing and collection of revenue due the Purchaser and all terms and conditions of this Agreement shall apply until that effort has been exhausted. Billing Agency’s compensation for its continuing efforts shall be consistent with Section V supra.

**E. Transmission of Records upon Termination:** Upon termination of this agreement, either by expiration or termination for “just cause,” Billing Agency will transmit to Purchaser all records. Billing Agency may retain a copy of said records for internal purposes, but ownership and control of said records shall be in the Purchaser and shall be the exclusive property of the Purchaser.

**IX. EXECUTION**

**A. Warranty of Authority:** The signers of this Agreement warrant and represent that they are acting officially and properly on behalf of their respective entities and have been duly authorized, directed and empowered to execute this agreement by their properly elected Board of Directors.

**B. Execution:** In witness thereof, the parties have executed this Agreement.

**FOR THE PURCHASER:**

Authorized Signature Date

Witness

**FOR THE BILLING AGENCY:**

Authorized Signature Date

Witness