RESOLUTION NO. 3559

A RESOLUTION AUTHORIZING AN AMBULANCE BILLING SERVICES AGREEMENT BETWEEN THE CITY OF MILES CITY AND MONTANA EMERGENCY HEALTH CARE CONSULTANTS, INC., A MONTANA CORPORATION, DOING BUSINESS AS SOLESTONE REIMBURSEMENT SERVICES.

WHEREAS, the City of Miles City desires to engage the ambulance billing services for the Miles City Fire & Rescue ambulance service;

AND WHEREAS, the City of Miles City solicited proposals for such services as technical services exempt from the competitive bidding requirements of Montana statute;

AND WHEREAS upon consideration of the criteria established under City procedures for consideration of proposals, the City of Miles City has determined that Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806 is the firm considered most qualified to provide the services required;

AND WHEREAS the City is agreeable to such services being provided in accordance with the terms, conditions and compensation set forth in the General Contract for Services, a copy of which is attached hereto as Exhibit "A";

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

- 1. The General Contract for Services between the City of Miles City, Montana and Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
- 2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said General Contract for Services on behalf of the City of Miles City and bind the City of Miles City thereto.
- 3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said General Contract for Services and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING OF THE CITY COUNCIL CONDUCTED THIS 13TH DAY OF NOVEMBER, 2012.

Exhibit "A"

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of January 1, 2013, by and between the City of Miles City, on behalf of its fire and ambulance service, Miles City Fire & Rescue, of 17 South 8th Street, Miles City, Montana 59301, hereinafter "City", and Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806, hereinafter "SSRS".

- **1. DESCRIPTION OF SERVICES.** Beginning on January 1, 2013, SSRS will provide to City, Ambulance Billing, and the following services (collectively, the "*Services*"):
 - A. Submit all insurance, Medicare or Medicaid claims for patients receiving medically necessary care, to the insurance provider listed on the billing form.
 - B. Provide follow-up on all insurance claims, every 30 days.
 - C. Notify the patient's responsible party if insurance has not paid claim within 60 days.
 - D. Notify the provider on insurance denials and resubmit. SSRS shall handle all inquiries regarding claim denials.
 - E. Invoice patients with all new billing.
 - F. Invoice patients with co-pay balances every 30 days.
 - G. Contact any and all responsible parties, (if patient is a minor) to notify of any balances remaining.
 - H. Assist the provider in contracting with insurance companies.
 - I. Provide future additional services, on an "as needed basis."
 - J. Provide monthly financial reports to be to City within ten (10) days of month end:
 - 1) Monthly Charge Report
 - 2) Monthly Call Report
 - 3) Monthly Cash Credit Report
 - 4) Monthly Adjustment Report
 - 5) Monthly Aging Report

The staff at Miles City Fire & Rescue will provide the following services prior to sending "billings" to SSRS:

- A. Obtain prior authorization for non-emergency transports.
- B. Complete all Patient Care Reports and upload or post via electronic media on the Idaho Bridge.
- C. Submit completed patient signature form, PCS forms and hospital face sheets when applicable.
- D. Fax or mail Patient Care Reports, signature forms and hospital face sheets for each call. PCS form will be sent for non-emergent transports.
- 2. DEPOSIT OF RECEIPTS. Payments that are directly depositable by a third party payor (i.e. Medicare and Veterans Administration) by electronic fund transfer (EFT) shall be directly deposited into the City of Miles City accounts designated by the City. SSRS will only

| INITIALS: | C.A.B | |
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deposit payments to Miles City Fire & Rescue into the City of Miles City bank accounts; SSRS shall daily provide City with a listing of all deposits to such accounts.

3. PAYMENT FOR SERVICES. In exchange for the Services, City will pay SSRS according to the following schedule:

Each month, SSRS will bill City seven percent (7%) of the total net monthly collections. Such billings will be due and payable by City within thirty (30) days of receipt.

- **4. TERM; EARLY TERMINATION.** This Contract is for 180 days and will be automatically renewed for City fiscal year 2013-14, commencing July 1, 2013, unless earlier terminated by either party as provided herein. The term of this Contract stated herein not withstanding, this agreement may be terminated by either party upon 90 days prior written notice to the other party.
- 5. CONFIDENTIALITY; HIPAA PRIVACY REQUIREMENTS. SSRS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SSRS, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. SSRS will at all times fully and strictly comply with the patient privacy and confidentiality requirements of the Health Insurance Portability And Accountability Act (HIPAA). SSRS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.
- 6. COMPLIANCE WITH FAIR DEBT COLLECTION PRACTICES ACT AND FAIR CREDIT REPORTING ACT. SSRS, in providing services hereunder, will, at all times, fully comply with all requirements of the Fair Credit Collection Act and Fair Credit Reporting Act and all federal and state laws and regulations as to medical billing and collection or credit reporting services.
- 7. PROVISION OF RECORDS. Upon termination of this Contract, SSRS will return to City, through Miles City Fire & Rescue, all records, notes, documentation and other items that were used, created, or controlled by SSRS or the City during the term of this Contract.
- **8. HIRING RESTRICTION**. For a period of six (6) months after this agreement is terminated, City agrees not to employ any SSRS employee who provided services under this Contract.
- 9. NON-DISCRIMINATION. In compliance with §49-3-207 MCA, all hiring by Contractor shall be on the basis of merit and qualification, and Contractor, in the performance of this Agreement, shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 10. INDEMNITY. SSRS agrees to indemnify, defend, and hold harmless City from any and all claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of SSRS, its officers, employees, or agents, in the

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AGREEMENT FOR AMBULANCE BILLING SERVICES, PAGE 2 OF 4

performance of services under this contract, including, but not limited to, failure to strictly comply with the requirements of Sections 4 and 5, above.

- 11. INDEPENDENT CONTRACTOR STATUS OF SRRS. SSRS is an independent contractor in providing services hereunder and is not the agent, partner, or joint venturer of the City. Any officer, employee or agent of SSRS providing services hereunder is not the employee or shared employees of the City. Nothing herein contained shall be construed as creating a relationship other than that of an independent contractor between SSRS and the City, its officers, employees, and agents.
- 12. WORKER'S COMPENSATION COVERAGE. SSRS will pay for and provide all required workmen's compensation coverage, unemployment compensation insurance, and other deductions and assessments required by federal or state law upon SSRS staff who provide services pursuant to this contract. Prior to commencement of services hereunder, SSRS shall provide to City a certificate of insurance evidencing coverage under the Montana Workers Compensation Act. Such certificate of insurance shall require at least ten (10) days written notice to City prior to any cancellation, termination, or non-renewal of coverage.
- 13. LIABILITY INSURANCE. At all times during the effective period of this contract, SSRS shall maintain a policy of liability insurance coverage insuring against liability for negligent acts or omissions in the performance of the services to be provided hereunder, with policy limits of not less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) per claim and in aggregate. By endorsement the City shall be named as an additional insured on a primary, noncontributory basis. Prior to commencement of services hereunder, SSRS shall provide to City a certificate of insurance evidencing complying coverage including all endorsements naming City as an additional insured Such certificate of insurance shall require at least ten (10) days written notice to City prior to any cancellation, termination, or non-renewal of coverage.
- 14. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
- 15. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- 16. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by

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AGREEMENT FOR AMBULANCE BILLING SERVICES, PAGE 3 OF 4

limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

- 17. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 18. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Montana.
- 19. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- **20. RESTRICTION ON ASSIGNMENT.** SSRS may not assign or transfer this Contract without the prior written consent of City, which consent shall not be unreasonably withheld.

| Ву | City of Miles City A. Lynn |
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| • | C.A. Grenz, Mayor |
| | Date: 11/15/12 |
| | Montana Emergency Health Care Consultants, Inc a Montana corporation, |
| Ву | : |
| • | Its President |
| | Date: |

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