

RESOLUTION NO. 3575

A RESOLUTION AUTHORIZING AMENDMENT OF 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, on the 23rd day of October, 2012, the City Council of the City of Miles City adopted Resolution 3559, approving a contract with Montana Emergency Health Care Consultants, Inc., a Montana corporation, doing business as SoleStone Reimbursement Services, of PO Box 1359, Missoula, Montana 59806 (“*Solestone*”) to provide ambulance billing services to the City of Miles City Fire and Rescue service;

AND WHEREAS, subsequent to the passage of Resolution 3559, Solestone declined to execute the offered contract and desired to amend the indemnification provisions of the offered contract;

AND WHEREAS the City Council is agreeable to the amendment of the indemnity provisions of the offered General Contract for Services, a copy of the amended contract which is attached hereto as Exhibit “A”;

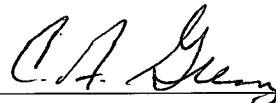
NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

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, as amended and 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, as amended, 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, as amended, 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 11TH DAY OF DECEMBER, 2012.



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

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 notwithstanding, 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 Debt 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

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

City agrees to indemnify, defend, and hold harmless SSRS from any and all claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of City, its officers, employees, or agents, in the performance of this contract, including failure of the City to comply with HIPPA privacy requirements.

11. INDEPENDENT CONTRACTOR STATUS OF SSRS. 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 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.

City of Miles City
By: C.A. Grenz
C.A. Grenz, Mayor
Date: 1/2/13

Montana Emergency Health Care Consultants, Inc.,
a Montana Corporation,
By: [Signature]
Its President
Date: 1/2/13

SECRETARY OF STATE
STATE OF MONTANA
CERTIFICATE OF FACT

I, **LINDA McCULLOCH**, Secretary of State of the State of Montana, do hereby certify that on **AUGUST 25, 1997**, **HEALTHCARE BILLING, INC.** was incorporated under the laws of the State of Montana and received its Certificate of Incorporation for a term of perpetual duration.

I further certify that the last corporate annual report filed by the corporation was the **2011** report filed in this office on **APRIL 4, 2011**.

I further certify that the registered agent for the corporation as listed on the 2011 annual report is **DAVID KUHN, 1243 BURLINGTON, MISSOULA, MT 59801**.

I further certify that the officers and directors of the corporation as listed on the **2011** annual report are: **DAVID KUHN (PRESIDENT), 1243 BURLINGTON AVE, MISSOULA, MT 59801, MONICA KUHN (SECRETARY), DAVID L KUHN (DIRECTOR), 1070 RIVERWALK DRIVE #252, IDAHO FALLS, ID 83402**.

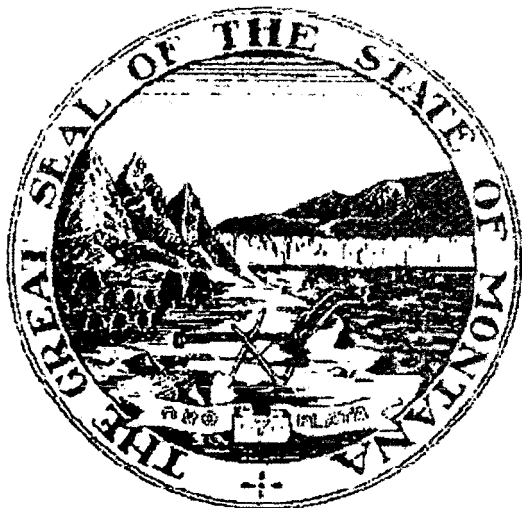
I further certify that the corporation is the owner/applicant for the following Assumed Business Names: **GLOBAL COLLECTION SOLUTIONS, MONTANA HEALTHCARE CONSULTANTS** and **SOLESTONE REIMBURSEMENT SERVICES**.

I further certify that the corporation has filed all required reports with this office and that no notice or decree of dissolution has been filed with this office and it is in good standing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Montana, at Helena, the Capital, this **November 21, 2011**.



LINDA McCULLOCH
Secretary of State



Certified File Number: **D091844**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Archibald Insurance Center 500 S Woodruff PO Box 2498 Idaho Falls, ID 83401	CONTACT NAME: Tracie Burke		
	PHONE (A/C, No, Ext): 208.524.5858 x4107	FAX (A/C, No): 208.522.8049	
E-MAIL ADDRESS: tracie-burke@leavitt.com			
PRODUCER CUSTOMER ID #: 00029255			
INSURED HEALTHCARE BILLING, INC. 1008 BURLINGTON AVE STE C MISSOULA, MT 59801	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Co, LTD		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

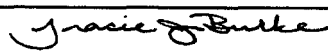
COVERAGES **CERTIFICATE NUMBER: 12-13 TB** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			34SBAPJ3757	04/01/2012	04/01/2013	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/>	<input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			34UECJJ8371	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Insured operations

CERTIFICATE HOLDER City of Miles 17 S. 8th Street Miles City, MT 59301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Tracie Burke/TRBURK



CERTIFICATE OF LIABILITY INSURANCE

OP ID 9D
HEALT02

DATE (MM/DD/YYYY)

10/22/12

PRODUCER Western States of Great Falls 600 Smelter Ave NE Great Falls MT 59404 Phone: 406-771-7334 Fax: 406-771-7656	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Healthcare Billing Inc Crandall & Oseen PA 329 S. Woodruff Ave Idaho Falls ID 83401	INSURER A: State Compensation Ins Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	033862038	07/01/12	07/01/13	WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Miles City	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.