

RESOLUTION 2013-05

March 11, 2013

A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH MEDICAL CLAIMS ASSISTANCE, INC. FOR EMS BILLING FOR THE VILLAGE OF MINERVA PARK, OHIO

WHEREAS, Council for the Village of Minerva Park determines it is necessary to bill for its EMS services; and

WHEREAS, Council for the Village of Minerva Park desires to retain Medical Claims Assistance, Inc., an experienced third party billing agent specializing in the billing of medical services provided by ambulance providers, to provide such services for the Village of Minerva Park.

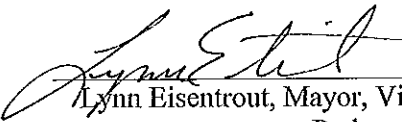
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, OHIO THAT:

SECTION 1: Council hereby authorizes the Mayor to enter into a contract in a form substantially similar to the contract attached hereto as Exhibit A and incorporated herein by reference, for the retention of Medical Claims Assistance, Inc. as a third party billing agent for EMS services provided by the Village of Minerva Park.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

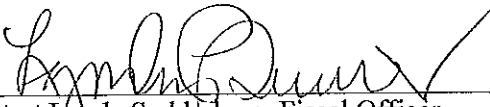
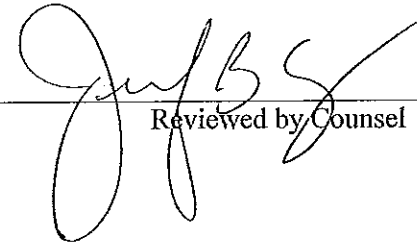
SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 4: This ordinance shall take effect and shall be in force at the earliest opportunity allowed by law.



Lynn Eisentrout, Mayor, Village of Minerva
Park

First Reading: Waived March 11, 2013
Second Reading: Waived March 11, 2013
Third Reading: Waived March 11, 2013
Passed: March 11, 2013


Attest Lynda Sudderberg, Fiscal Officer,
Village of Minerva Park
Reviewed by Counsel

Billing Agreement

This Billing Agreement (hereinafter "Agreement") made this 1st day of March, 2013, by and between Medical Claims Assistance, Inc. (hereinafter "MCA") and the Minerva Park Volunteer Fire Dept. (hereinafter the "Provider").

WHEREAS, MCA, is an experienced third party billing agent specializing in the billing of medical services provided by ambulance providers;

WHEREAS, Minerva Park Volunteer Fire Dept. is an ambulance service provider located in Columbus, OH and desires to retain the services of MCA;

WHEREAS, MCA is willing to act as Minerva Park Volunteer Fire Dept.'s third party billing agent under the following terms and conditions.

NOW, THEREFORE, for and in consideration of the premises, which are not mere recitals but form integral parts of this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree for themselves, their successors and assigns, as follows:

1. Term. Subject to the appropriation of funds, the term of this Agreement shall commence on the date hereof and continue until the end of business on the 31st day of December, 2015, unless terminated sooner in the manner provided for herein.

2. Duties of MCA.

MCA shall:

- a. Provide the software needed to build a computerized system that will accommodate the Provider's insurance, customer information, and patient billing needs.
- b. Input and maintain data necessary for the billing of services for Provider including initial transport information and account transactions such as payments and adjustments.
- c. Ensure coding and billing of claims are based on medical documentation provided to MCA by Provider.
- d. Review all claims denied by third party payor for any reason related to diagnosis code or procedure codes to ensure coding accuracy.
- e. Process and mail or electronically submit insurance claims by generating a computerized HCFA-1500 form. This includes (but is not limited to) all

commercial insurance, Medicaid, UMWA, Workers' Compensation, Medicare and Medicare Supplemental policies.

- f. Process and mail invoices for all privately paid accounts.
- g. Provide all insurance forms, postage, and billing supplies.
- h. Maintain electronic files for audit purposes.
- i. Keep current knowledge of insurance changes, improved billing techniques, and make pricing suggestions, including online registrations for claims submissions, checking claims status and eligibility or any other online tools that would assist in more efficient claims billing.
- j. Notify Provider within thirty (30) days of MCA's receipt of notice from a third party payor of an inappropriate claim submission.
- k. Review accounts on a regular basis in order to identify overpayments. In the event MCA identifies an overpayment of a claim, MCA shall timely and accurately report to Provider and healthcare programs any overpayments received on any account.
- l. Review accounts on a regular basis in order to identify credit balances. In the event MCA identifies a credit balance on an account, MCA shall timely and accurately report to Provider any credit balance outstanding on an account.

3. Duties of Provider.

Provider shall:

- a. Collect initial patient identification information and insurance information in a format acceptable to MCA.
- b. Accept that MCA will be the only billing agent during the length of this Contract.
- c. Forward to MCA copies of any payments, for claims billed by MCA, that may come directly to its office.
- d. Pay to MCA a billing service fee of eight percent (8 %) of all monies collected as a result of MCA billing, excluding contributions made to the Provider. This shall be the exclusive compensation paid to MCA under this agreement. Provider shall pay all invoices within thirty (30) days after receipt of said invoice.

- e. Supply MCA with a legible copy of the accurate transport information i.e. state run sheet evidencing the level of life support, total mileage, supplies utilized, etc. MCA will maintain an electronic copy of the transport information for one (1) year after the file is closed. Provider agrees that it is the Provider's responsibility to provide MCA with appropriate documentation which substantiates a claim submitted for payment.
- f. Review all documentation provided to MCA to ensure that appropriate signatures and physician certifications, if applicable, are obtained, and duplicate claims are not submitted for payment.
- g. Retain all records and documentation required by Federal or State law and the program requirements of Federal, State and private health plans, including but not limited to all documentation provided to MCA related to the billing and coding process.
- h. If a patient is transported, who could have safely gone by other means, it is the responsibility of the provider to indicate this in their documentation.

4. Payments. Checks from patients and insurance carriers will be made payable to the Provider and sent to MCA's address. MCA will make copies of the checks and remittances, and on a weekly basis, forward said check and remittances to the Provider with an invoice for MCA's billing fee. Provider will not owe any fees on checks that are returned for non-sufficient funds.

5. Accounts. All checks payable to Provider will be deposited in the Provider's banking account by the Provider or the Provider's authorized agent. The Provider's account shall be owned and controlled by the Provider. MCA shall not have access to any Provider funds or Provider banking accounts, unless otherwise agreed upon.

6. Collection. MCA shall not institute any legal proceeding to collect any outstanding amount owed by patients and shall not refer any such matters to credit reporting agencies. It is understood and agreed upon that any such process or action is beyond the services provided by MCA under this Agreement and such determinations and actions are reserved solely unto the Provider. All outstanding account information shall be forwarded to the provider and if any funds are collected by the provider, MCA shall not receive a percentage of any amount collected.

7. Indemnification. To the extent permitted under Ohio law, Provider hereby agrees to indemnify and defend MCA only for valid claims asserted against MCA by Medicare and/or Medicaid resulting from billing errors related directly to incorrect information supplied to MCA by Provider, its designated agents, or designated employees of the Village of Minerva Park Volunteer Fire Department. Should Provider be required to indemnify, Provider will pay fees,

6. Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within 30 days of the request of the Provider on the individual;
7. Incorporate any amendments to PHI when notified to do so by the Provider;
8. Provide an accounting of all uses or disclosures of PHI made by MCA as required under the HIPAA privacy rule within 60 days.
9. Make its internal practices, books and records related to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining MCA's and Provider's compliance with HIPAA; and
10. At the termination of this agreement, return or destroy all PHI received from or created or received by MCA as determined by the provider and if return is infeasible, the protections of this Agreement as determined by the provider will be extended to such PHI.

b. The specific uses and disclosures of PHI that may be made by MCA on behalf of the Provider include;

1. The preparation of invoices to patients, carriers, insurers, and others responsible for payment or reimbursement of the services provided by Provider to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers, and other payors to substantiate the health care services provided by Provider to its patients or to appeal denials of payment for the same;
4. Uses required for the proper management of MCA as a business associate;
5. Other uses or disclosures of PHI as permitted by HIPAA privacy rules.

c. Notwithstanding any other provisions of this Agreement, this Agreement

may be terminated by the Provider, in its sole discretion if the Provider determines that MCA had violated a term or provision of this Agreement pertaining to the Provider's obligations under the HIPAA privacy rules, or if MCA engages in conduct which, if committed, by the Provider would result in a violation of the HIPAA privacy rules by the Provider.

11. Force Majeur. It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 4 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of services by MCA for more than fifteen (15) working days, Provider shall have the right to secure, without penalty, substitute services until MCA can restore services, at which time MCA's responsibilities and rights under this Agreement shall be reinstated.

12. Non-Compete / Anti-Pirating of MCA Employees. During the term of this Agreement and for a one year period commencing with the termination of this Agreement, Provider agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of MCA without written consent of MCA.

13. Termination: This Agreement may be terminated with or without cause and without any liability to the other by providing written notice to the other sixty (60) days prior to the date of termination specified in such notice. However, if the Provider fails to pay any invoice within sixty (60) days, MCA may, in its sole discretion, terminate this Agreement upon ten (10) days written notice, given by certified mail, to the Provider. Upon termination by either party, MCA shall continue to provide billing services, for a period not to exceed 120 days, on accounts received by MCA prior to the termination date until all billed services are reconciled. All invoices must be and continued to be paid promptly and copies of payments forwarded to MCA during this extended billing period.

14. Renewal: This Agreement shall automatically renew for an additional term, unless notice of termination is given by the party terminating this Agreement.

15. Amendment. This Agreement may be amended only upon the written consent of both parties.

16. Relationship of Parties. Notwithstanding any other provision contained in the Agreement, nothing contained herein shall be deemed, or construed by the parties hereto, or any third party as creating a relationship of principal and agent, partners, joint ventures, or any other similar relationship between the parties hereto. The exclusive relationship of MCA with Marlinton Vol. Fire Dept. is that of an independent contractor.

17. Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements relating to the subject matter covered by this Agreement.
18. Governing Law, Jurisdiction. This agreement and any claim, action, suit, proceeding or dispute arising out of this agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the state of Ohio without regard to the conflict of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the date first above written.

MEDICAL CLAIMS ASSISTANCE, INC.

By: _____

Its: President

Minerva Park Volunteer Fire Dept.

PROVIDER

By: _____

Its: _____