

AGREEMENT FOR BILLING SERVICES

This contract is made and entered into by and between Callaway County Ambulance District, sometimes hereinafter “EMS”, PO Box 246, 311 Hickman Ave., Fulton, MO 65251 and 911 Billing Services and Consultant, Inc., sometimes hereinafter “911 Billing Services”, 1320 Island Ford Rd; PO Box 589, Madisonville, Kentucky 42431-0012.

WHEREAS, 911 Billing Services, desires to provide complete billing service and account receivable management of its accounts for EMS upon the terms and conditions provided in this Agreement, and EMS desires 911 Billing Services to provide such services for it.

NOW THEREFORE AND IN CONSIDERATION of the covenants and agreement of the parties do hereby agree as follows:

1. DESCRIPTION OF SERVICES: EMS hereby engages 911 Billing Services to perform the services set forth herein and 911 Billing Services accepts such exclusive appointment and agrees to provide complete billing service and account receivable management of EMS's accounts as outlined herein. EMS agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar services during the term of this Agreement unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement.

911 Billing Services will audit EMS' paperwork on calls for compliance with State and Federal requirements and report all findings at a minimum monthly to the Compliance officer as defined by EMS' Administrative staff.

2. PERFORMANCE OF SERVICES: 911 Billing Services will provide a complete billing service and account receivable management of EMS's accounts as outlined in this agreement. 911 Billing Services shall provide EMS with reports on EMS's accounts on a monthly basis. The Director will approve all contracts made on behalf of the EMS, e.g. third-party reimbursement agreements.

3. PAYMENT: For the services rendered herein, EMS shall pay 911 Billing Services the sum of 6.9 % for collection of ambulance trips monies collected. Complete account management will be provided. This fee includes the provision of ePCR software - iPCR licenses and the yearly support fees for this program, a NEMSIS Gold Certified product, will be provided. The software program will include the ability to submit the state data using the ePCR program. Fees will be based upon the above fees of the net amount collected by 911 Billing on behalf of EMS at the end of each month. EMS will be billed by 911 Billing Services for this fee on a monthly basis, and this fee is due and payable in full to 911 Billing Services within ten (10) days of the date of its invoice, no later than the 15th of the month. Except as otherwise provided in this Agreement, this is the total compensation due and payable to 911 Billing Services for the services rendered herein. 911 Billing Services shall be responsible for all out of pocket expenses necessary to perform the billing services herein described (i.e. staffing, postage from the billing office, billing forms, continuing education, and telephone service).

If required documentation i.e.: Physician Certification Statements, Signatures forms, required Prior Authorization or accurate documentation on the PCR by the crews are routinely left off, mandating additional manpower to complete the billing processing on **over 10% of the accounts**, a penalty may be imposed upon EMS of \$5.00 per form where the required information has not been submitted with the claim or as mutually agreed upon.

911 Billing Services shall be entitled to reimbursement for account payments made after the termination date but billed by 911 Billing Services prior to the termination date of the contract, as described in 4(d) below.

All late payments are subject to a late fee of 1.5% or a minimum of \$50 per month on unpaid balances. If at any time EMS is 60 days delinquent on two invoices, 911 Billing Services may hold accounts until such time that the account has been brought current. At which time 911 Billing Services will immediately began processing claims.

4. TERM/TERMINATION: This contract shall begin on September 1, 2018 (“effective date”). (a) This Agreement shall be terminated at the express request of either party at the end of the contract if written notice is provided to the other party 90 days prior to the termination date. The initial term of this contract shall be 1 years with an auto renewal for 1 year periods unless the Agreement is terminated in accordance with the procedure outlined in Paragraph 4(a), above. (c) Either party may terminate this Agreement for just cause on sixty (60) days prior written notice at any time due to a material breach hereof by the other party, provided that the breaching party shall be given the opportunity to correct such breach during the sixty (60) day notice period. In the event that the breaching party has cured the breach to the reasonable satisfaction of the other party, this Agreement shall continue in full force and effect as if such breach (and prior notice of intent to terminate) had not occurred. If the breach has not been cured to the satisfaction to the other part, this Agreement shall terminate sixty (60) days after the notice was issued by the non-breaching party. For purposes of this paragraph, “material breach” shall be defined as any violation of the duties and obligations of each party, as outlined throughout this agreement. (d) Upon termination of the contract by either party 911 Billing will continue to process the claims for dates of service up through the term date. 911 Billing will continue to process all previously billed claims for an additional six months. During this time credit for those claims processed by 911 Billing will be made under the terms of this contract.

At the end of six months all records and balances will be forwarded to EMS or made available. Every effort will be made to forward those records in an acceptable manner. Upon completion of these conditions EMS will pay 911 Billing 3% of all outstanding balances billed but not yet collected.

If EMS desires 911 Billing to maintain the records and collect remaining balances beyond the six months the fees for collecting these claims will increase to 20% of all money collected. In addition all accounts requiring research be billed at \$25 per claim. Research calls consist of refunds, audited claims (i.e. Medicare or Medicaid), claims requiring appeals, etc.

In the event the EMS breaks this contract without just cause, EMS agrees to pay 3.5% of the average monthly cash receipts (over the past 12 mo.) for each month remaining in the contract with 911 Billing.

5. RELATIONSHIP OF PARTIES: It is understood that 911 Billing Services, is acting as an independent contractor with respect to EMS. Consequently, the aforementioned will not provide fringe benefits, insurance, vacation, or any other employee benefit and will not withhold taxes from the compensation paid herein. Further, there is no liability on the part of 911 Billing Services to any entity on EMS's behalf for any debts, liabilities, or obligations incurred by or on behalf of EMS.

6. CONFIDENTIALITY: Recognizing that 911 Billing Services will be dealing with patient, business and office records that might be otherwise confidential, 911 Billing Services shall not divulge, disclose or communicate in any manner any information obtained through the review or its billing of accounts to any third party without the prior written consent of EMS. This covenant of confidentiality shall be binding on all agents, representatives and/or employees of 911 Billing Services and Consultant, Inc.

7. NON-DISCLOSURE AGREEMENT: EMS has obtained or will obtain information regarding the business and financial plans of 911 Billing Services and Consultant, Inc., specifically pricing, and hereby agrees that, for itself and its board members, directors and employees, shall not disclose to others any of 911 Billing Services' Confidential Information, including but not limited to fee, rates, and pricing, without 911 Billing Services' prior written consent for any such disclosure.

8. ENTIRE AGREEMENT: This Agreement and its attachment contain the entire agreement of the parties and shall only be modified or amended by the written, signed agreement of both parties.

9. COOPERATION: Both parties agree that their staff shall cooperate fully in documenting the necessary data required by both the state EMS Branch and reimbursement programs including all federal, state and private insurance companies. This will facilitate the billing of the accounts receivable in accordance with the accepted compliance program that both companies shall develop to promote adherence with all applicable federal, state, and private healthcare program requirements.

10. HIPAA Business Associate Assurances: Parties will maintain a Business Associate Agreement for the duration of this contract.

A. 911 Billing Services, in its capacity as a Business Associate of EMS, shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, *et seq.*, as amended, ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder.

B. The specific uses and disclosures of PHI that may be made by 911 Billing Services on behalf of EMS include those Services enumerated within this Agreement.

(1) Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by EMS, in its sole discretion, if EMS determines that 911 Billing Services has violated a term or provision of this Paragraph 11 pertaining to 911 Billing Services' obligations as a Business Associate of EMS, or if 911 Billing Services engages in conduct which would, if committed by EMS, result in a violation of the HIPAA privacy rule or HIPAA security rule by EMS.

11. DUTIES OF 911 BILLING SERVICES:

A. EDUCATION AND IMPLEMENTATION OF SERVICES: 911 Billing Services shall assist EMS with necessary paperwork mandated by Medicare, Medicaid and Private/Group insurance carriers for EMS. 911 Billing Services shall assist in training the staff on documentation of the medical record and required forms for a smooth-running reimbursement operation.

B. ENTERING THE PATIENT DATA: Patient demographics imported from the ePCR program will be reviewed by 911 Billing for accuracy. Hospital admission sheets and Signature Forms collected by EMS and other sources accessed by 911 Billing will assist in verification of the import. A diligent effort shall be made by all crewmembers of EMS to obtain this information on each run thereby waiving any penalty for failure to comply.

C. ENTERING THE CALL DATA: All calls received will be reviewed for completeness, accuracy, and billed as documented. 911 Billing shall attempt to verify that all runs have been received. This comparison shall be made by comparing the total number of runs and the consecutive run number. EMS shall provide a call report for the day to assist in verifying that all runs on the dispatcher logs are billed. After verifying the runs we will contact EMS if any runs appear missing.

D. PRINTING: Each business day, 911 Billing Services will bill all payers in an efficient manner according to accepted billing practice.

E. BILLING THE INSURANCE CLAIMS: Before billing insurance claims, 911 Billing Service will verify the insurance information listed with the account.

Coding shall be done based upon the medical documentation submitted by the EMS staff making the run. If it appears that the EMS staff may have made an error, 911 Billing Services will verify the information documented with the supervisor of the EMS staff making the run for possible correction. 911 Billing Services will attach to the claim form any additional required paperwork that the insurance companies routinely require.

911 Billing Services will bill any secondary insurance claims as soon as Medicare or other Primary insurance Carriers make payment, unless the remits shows the secondary insurance claims are already filed electronically.

911 Billing Service shall sign the form and prepare it for mailing in behalf of EMS. The Director of the EMS shall be noted as the responsible party on all Medicare claims.

911 Billing will review all denials and make appeals where appropriate. It is a routine procedure for insurance companies to deny even when there is coverage.

F. BILLS FOR PATIENTS: 911 Billing Services will send patients a bill when:

- The account is considered Private Pay (no insurance information is obtained)
- The patient appears to have insurance but we have incomplete information.
- The insurance is one that we do not participate with and payment is expected or may go to the patient.
- Auto insurance accounts where the patient needs to know what the amount of the bill is, so that they can complete their PIP papers providing we have not spoken with the patient via phone.
- Deductibles or co-payments are due from the patient.

Patients whose accounts are set up on a time payment plan shall be sent a bill, noting the payment made and the next payment due date. There is no fee for accepting time pay plans. If a patient on the time pay plan misses two payments, that patient's payment will be considered delinquent and may be sent for collection. If the patient misses a second payment, 911 Billing Services will send the patient a statement informing them that their account will be sent to a collection agency in 10 days. Patients have the ability to set up reoccurring payments through our credit card processing system.

911 Billing Services shall send up to three bills to patients who owe co-payments after their insurance company makes a payment. These statements will show payments and balance due. The first bill will ask the patient if he has any other insurance 911 Billing Services should bill.

911 Billing Services will perform a claim status where the insurance company has failed to remit payment in a timely manner. We will make contact with the company to verify why the claim has not been paid. Providing additional information immediately if requested to expedite the claim.

911 Billing Services will not send bills to patients with insurance that EMS participates with, such as Medicare, unless the claim is denied. Nor will 911 Billing Services send statements to Medicaid recipients unless 911 Billing Services' information is incomplete, Medicaid denies the claim, or there is no medical necessity for documented showing reason for the transport per Medicaid regulation. Medicaid does not cover transportation that is not medically necessary.

Private accounts that are 30 days old shall receive a bill/letter that states in part, Your account is past due. Please contact us with insurance information or to make payment.

Accounts that are over 60 days old shall receive a bill that advises the patient that 911 Billing Services is willing to work with them making monthly arrangements but that their bill is now delinquent, and that payment must be remitted immediately.

Accounts that are delinquent over 90 days shall be sent a bill, informing the patient that he has 10 days to respond or his account will be turned over to a collection agency. We can offer a Charity application at this time for persons qualifying.

G. WORKING 90-DAY DELINQUENT ACCOUNTS: 911 Billing Services shall work a delinquent account report on a regular basis. 911 Billing Services will investigate each account for the reason it has reached this state.

If everything has been done to contact the patient:

1. The patient has failed to fulfill all promises to pay in a timely manner, A ninety day statement has been sent to the patient,
2. No charity application has been returned for consideration at that time a statement of the account and notes showing the attempted contact, the account will be turned over to a collection agency agreed upon by both parties.

H. POSTING OF PAYMENTS:

911 Billing Services will post payments on accounts according to the daily bank deposit. All deposits should match the deposits made into EMS bank account for the month end total. EMS may set up a bank account that we may make deposits into here in the city of the billing company. The bank account will be the property of EMS only. 911 Billing will have only one access to the bank account – to make deposits into it in behalf of EMS.

Each payment shall be posted to the individual accounts showing which insurance company sent payment and the check number or cash method of the payment.

After all money has been entered into the system a daily Credit Report shall be run for the actual date of the payments. The totals of all payments posted to accounts are then balanced against a copy of the deposit ledger.

A deposit ledger of the total amount of money applied to patient accounts and a breakdown of any miscellaneous moneys, such as class fees or interest paid by insurance companies, entered on the deposit will be posted separately for reconciliation. At month end, 911 Billing Services will provide reports to assist the client in balancing the bank deposit total and the books of 911 Billing Services equally less any miscellaneous money deposited by EMS. This will ensure that all moneys are being appropriately posted to the patient's accounts.

I. DAILY OR WEEKLY REPORTS: The credit report will be run daily by 911 Billing Services and scanned to the digital imaging system that is accessible to both 911 Billing and the designated staff of EMS.

J. MONTHLY REPORTS: By the 3rd business day of each month, 911 Billing Services shall run the following reports at a minimum and give these reports to the designated person(s) at EMS:

1. Charge Report for the previous month showing all charges entered,
2. Credit Report for the previous month showing all credits posted/entered,
3. Call Report showing all the runs made during the previous month,
4. Revenue Report showing the age of the accounts from date of service by carriers,
5. A Unit Report showing the mileage run on each of his units, and

6. Run log, identifying any missing run numbers.

Other reports will be run upon request.

K. CHARITY AND ADMINISTRATIVE ADJUSTMENT APPROVALS: 911 Billing Services shall send charity and administrative adjustments to EMS following any and all insurance reimbursement available, when claims meet the policy. All claims must be approved and signed by 911 Billing Services and EMS.

After EMS has reviewed and signed the document: 1) a copy may be kept at EMS, 2) the original shall be returned to 911 Billing Services to be maintained with the patients account.

If the application does not meet the criteria set forth in the policies, the patient shall be advised that a payment plan may be set up for him. 911 Billing Services will attempt to assist each and every patient to fulfill each patient's obligations by working with all patients to achieve a collection plan each patient can meet.

This policy shall be based on the current federal poverty level.

L. REFUND OF CREDIT BALANCES: When an account has a payment entered onto it that places it into a credit balance, the following procedure will be followed.

1. The 911 Billing Services shall review the account to determine the reason for the credit. If there has been a mistake made in requesting the refund we will appeal the request. 911 Billing Services must determine who is due the refund. All documentation shall be attached to a standard form requesting the refund.
2. The refund will be approved by EMS to be processed by their accountant.
3. 911 Billing Services will forward the signed form and the documentation to EMS' accountant. A copy of the documentation shall be attached to the check so that the payee will be able to properly post the money back. When refunding to insurance companies, the patient's name, identification number, date of service, and claim number must be listed on the check stub. This information will be provided for the accountant on the standard request form.
4. EMS must return a signed copy of the complete documentation along with a copy of the check to 911 Billing Services so that the money can be taken off the account. The documentation shall be attached digitally to the copy of the claim. If EMS desires 911 Billing will distribute the checks after verifying all necessary identification has been attached to the check.

M. TRAINING AND EDUCATION OF BILLING STAFF: 911 Billing Services will seek to attend available reimbursement training available to them. Every effort will be made to keep abreast of the ever-changing rules and regulations of the reimbursement agencies 911 Billing Services deals with. 911 Billing Services will communicate to you changes affecting documentation and paperwork. There are changes made on a regular basis for ambulance services. 911 Billing Service will make every effort to assist EMS during these changing times by staying

informed. 911 Billing Services will maintain Certified Ambulance Coders on staff in its effort to provide you with the best quality of compliance possible.

12. DUTIES OF EMS:

A. **PROVIDE COMPLETE AND ACCURATE INFORMATION:** EMS will provide 911 Billing Services with complete, accurate, and well documented Patient Care Reports (PCR) and other required information on a daily basis. The information that must be included on Patient Care Reports includes, but is not limited to the following:

1. Patient's name, address and telephone number;
2. Billing authorization signature (in accordance with Medicare guidelines) including signature for receipt of HIPAA NPP;
3. Physician Certification Statement or other physician order where required by law for non-emergency trips;
4. A thorough and accurate description of the treatment provided;
5. Information regarding whether the patient is a subscriber to EMS's subscription program, if applicable;
6. All available insurance information;
7. Mandated Prior Authorization numbers
8. Reason for patient transport (including dispatch complaint and intake information, and provider impression and treatment);
9. Accurate information regarding points of origin and destination;
10. Actual odometer readings and number of total loaded fractional miles; and
11. Other information, as may reasonably be required by 911 Billing Services to compliantly bill the claims.

B. **COMPILING THE ACCOUNT:** Any run forms shall be reviewed / compiled by EMS on a daily basis, verifying that all runs have been turned in. These runs will then be forwarded to 911 Billing Services daily. EMS will compare their call log to the EMS forms turned in to verify all runs are sent to 911 Billing Services. A copy of EMS' daily run log shall be made available to 911 Billing for secondary follow up if requested.

All run forms will be put together in the following order:

- 1) Clear copies of EMS forms
- 2) ER admission sheet (if available) for insurance and guarantor information,
- 4) Signed Signature Form with assignment of benefits and notice of PPN,
- 5) Physician Certification Statement for all non-emergency transports - signed by the physician or certified staff as allowed by Medicare guidelines, or
- 6) Other paperwork as may be necessary by federal and or state Laws.

All correspondence on patient accounts shall be forwarded to 911 Billing Services on a daily basis in a confidential and acceptable manner agreed upon by both parties.

Upon receipt of the accounts by either paper or electronic data, 911 Billing Services shall enter or update for billing the data in the billing software and bill appropriately. The 911 Billing Services' computer system meets or exceeds the mandates of HIPAA and HITECH. The data is backed up daily every four hours, offsite daily and secured behind a locked door internally and externally by a monitored security system. Any paper documentation shall remain in a locked file cabinet for approximately 6 months after it has been digitally imaged and stored off site with a HIPAA compliant vendor. At that time any remaining paperwork is shredded.

If there is no insurance information attached to the account, every effort shall be made to obtain either insurance information or establish a payment plan. It remains our goal to process calls and bill them within 48 hours of receiving all documentation on the call.

C. **PROMPT NOTIFICATION OF CHANGES:** EMS will promptly notify 911 Billing Services of any changes in billing rates, contractual obligation affecting EMS's billing or other changes to EMS's billing policies not later than thirty (30) days prior to the effective date of such changes.

D. **NOTIFICATION OF SUBSCRIBERS:** EMS will supply 911 Billing Services with EMS policies for billing any agreements or subscription program materials that may impact on 911 Billing Services' billing for EMS's services if applicable.

E. **DESIGNATING A DEPOSITORY ACCOUNT:** EMS may designate to 911 Billing Services a lockbox account to which funds may be directly deposited without the necessity of 911 Billing Services negotiating checks made payable to EMS. Or EMS may choose to maintain current bank account forwarding all remits daily with copy of total daily deposits. All Medicare, Medicaid, and other payers mandating EFT deposits will be set up for Electronic Funds Transfers eliminating the need for anyone to handle those monies.

F. **COPIES OF LICENSE:** EMS will supply to 911 Billing Services a current copy of all EMS license, certification or permits to do business as required by payer enrollments.

G. **REPORT DIRECT PAYMENTS:** EMS will report to 911 Billing Services all payments made directly to EMS for services rendered by EMS within twenty-four (24) hours of receipt of such payment (not made through the lockbox or paid directly to the provider).

H. **NOTIFICATION OF CHANGE OF INDIVIDUALS TO WHOM CONFIDENTIAL BILLING INFORMATION MAY BE RELEASED:** EMS will notify 911 Billing Services in writing of any change in individuals to whom confidential billing information can be released.

I. **OBTAIN ALL OTHER INFORMATION REASONABLY REQUIRED BY 911 BILLING SERVICES:** EMS will obtain all information reasonably required to accurately justify the services being reported and/or billed by 911 Billing Services on EMS's behalf.

13. SPECIFICALLY EXCLUDED DUTIES OF 911 BILLING SERVICES:

A. Negotiating any checks made payable to EMS, though 911 Billing may receive refunds as an agent of EMS for transmittal to EMS where permitted by EMS.

B. Accepting reassignment of any benefits payable to EMS.

C. Providing legal advice or legal services to EMS, any of EMS's patients or payers, or anyone acting on EMS's behalf.

D. Providing collection agency services or filing or pursuing legal actions for payments due to EMS, although 911 Billing Services may forward collection accounts to a collection agent mutually agreed upon by 911 Billing Services and EMS, at EMS's expense, if so directed by EMS. Nothing in this Agreement is intended to make EMS a debt collector under the federal Fair Debt Collection Practices Act or similar state laws and 911 Billing Services should not be construed as undertaking any activities that would make it a debt collector under the Fair Debt Collection Practices Act or similar state laws.

E. Monitoring the actuarial soundness of EMS's subscription program if applicable.

F. Any invoices or bills that were submitted to any payment source(s) prior to the original agreement will remain the responsibility of the entity submitting the bill. 911 Billing may assist in posting these or in sending the bills out if EMS desires. However, 911 Billing will not be responsible for any prior data entry or coding errors on those accounts.

14. FINANCIAL HARDSHIP POLICIES AND PROCEDURES: EMS may develop policies and procedures, which will appropriately and uniformly identify charity cases among clients serviced. These policies and procedures have been developed in accordance with Medicare policy and any other applicable laws, regulations, or payer policies. 911 Billing has the authority to apply the established policy to any of EMS's accounts.

It shall be the policy of EMS to provide charity ambulance transportation to those that have an essential need for emergency or non-emergency transportation but are unable to pay for such transportation. The awarding of charity services will be based on a set of consistent criteria and will be available to all recipients of service.

Charity service shall be defined as ambulance transportation, either emergency or non-emergency, which has been determined as medically necessary by the patients physician, that is given without the expectation of full payment, as a result of an in depth financial investigation.

If EMS has budgeted charity services of an amount not to exceed 3% of gross patient service revenues 911 Billing will assist with monitoring this.

If EMS drafts a policy, 911 Billing Services will approve the procedure for application for charity services.

Neither the EMS director nor Ambulance Board Members shall approve any charity adjustment, which has not met the established charity service procedures. Any other discounts will be handled according to EMS' policies as set forth by the governing body.

The EMS director or Ambulance Board Members may approve applications for charity service after review and recommendation of 911 Billing Services, subject to the following limitations:

- a. Accounts falling within standard guidelines.
- b. Accounts in which the total adjustment would be \$500.00 or less

Accounts requiring authorization of 2 of the following EMS director, and other authorized delegate as per policy.

- c. Accounts, which are, considered exception to routine policy and procedure.
- d. Accounts in which the total adjustment would be \$500.01 or greater.

911 Billing Services shall make no ledger adjustment for charity cases without appropriate documentation of application and conforming to the above guidelines.

15. **SUBSCRIPTION PROGRAM:** EMS represents that its annual subscription program, if applicable, complies with all applicable state and federal laws and regulations, and with the following specific provisions:

A. EMS's subscription program represents a reasonable assessment of the actuarial risk faced by EMS; i.e., that its program is Actuarially Sound. For purposes of this Agreement, "Actuarially Sound" means that EMS has affirmatively determined that the subscription program revenues collected by EMS from Medicare beneficiaries on an annual basis exceed the amount of Medicare co-payments and/or deductibles EMS may waive for such subscribers or the subscribers of any company with which EMS may have mutual aid or reciprocity agreement who are also Medicare beneficiaries.

B. EMS will affirmatively notify 911 Billing Services in the event its subscription program ceases to be Actuarially Sound according to the provisions of Paragraph (A).

C. EMS does not solicit subscriptions from Medical Assistance (Medicaid) recipients or promptly refunds any such subscription revenues to such subscriber on whose behalf a Medical Assistance (Medicaid) claim may be paid.

16. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. **HOLD HARMLESS/DISCLAIMER:** EMS agrees to indemnify, defend and hold harmless 911 Billing Services and Consultant, Inc. from and for any claims, liabilities or causes of action, and damages, including but not limited to, overpayment or false claims liability to any government agency, third party payer, financially responsible party, carrier or insurer, to the extent caused by an act or omission, including but not limited to supplying inaccurate, incomplete, false or fraudulent information, on the part of EMS or its agents, servants, volunteers, contractors, or

employees. This provision shall include all costs and disbursements, including without limitation, court costs, penalties, fines, and reasonable attorneys' fees.

911 Billing Services agrees to indemnify, defend and hold EMS and/or its employees, officers, directors and agents harmless from any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and court costs resulting from any wrongful act or omission the part of 911 Billing Services, its agents, servants, employees, or contractors and which relate to the Services performed by 911 Billing Services under this Agreement.

911 Billing Services shall maintain Errors and Omissions insurance, Owners & Directors Insurance, and Employment Practices coverage in an amount no less than \$1,000,000.00. 911 Billing Services shall provide proof of such coverage to EMS upon reasonable written request.

18. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Kentucky and all state and federal reimbursement programs connected with the billing of the account receivable.

19. **BACKGROUND CHECKS:** All employees, owners, agents, and servants of 911 Billing Services shall have background checks done so that no persons on the OIG's List of Excluded Persons (excluded from federal healthcare programs) shall be employed by 911 Billing Services. 911 Billing Services warrants that neither 911 Billing Services its owners nor personnel shall be excluded during the term of this contract, and it shall immediately report any exclusion actions.

All employees, volunteers, servants, officers, directors, owners (where applicable), and agents of EMS shall also have background checks done so that no persons on the OIG's List of Excluded Persons (excluded from the federal health-care programs) shall be employed by EMS. 911 Billing will be provided with a digital copy of these verifications. EMS warrants that neither EMS nor anyone associated with EMS shall be excluded during the term of this contract, and it shall immediately report any exclusion actions. These background checks should be performed at a minimum yearly.

20. **COMPLIANCE:**

A. 911 Billing Services shall conduct all of its, activities, operations, and billing practices in compliance with all local, state, and federal laws and regulations applicable to billing activities, and shall notify EMS of any changes which require the billing practices described in this Agreement to change.

B. EMS shall conduct all its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. EMS expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.

C. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal

laws or regulations or of a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter. If after thirty days' notice the offending party has made no attempt to correct the problem the other party may report the actions as mandated by the regulatory organizations overseeing their actions.

D. The parties represent that they are not the subject of any actions or investigations pertaining to their participation in or standing with any state or federal healthcare program, are not subject to exclusion from any state, and/or federal healthcare program, and that no person providing services for which reimbursement is sought were, at the time such services were rendered, excluded from any state or federal healthcare program.

E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

21. **PREVENTION OF PERFORMANCE:** If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, terrorism, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides another party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriately steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

22. **ASSIGNMENT:** This Agreement shall not be assigned without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon all successors and assigns.

23. **NOTICES:** Notices required to be under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party: (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report), or (iii) upon receipt (if sent by hand delivery or courier service).

911 Billing Services:

911 Billing Services &
Consultant, Inc.
1320 Island Ford Rd.
PO Box 589
Madisonville, KY 42431-5011

EMS:

Callaway County Ambulance District
PO Box 246
311 Hickman Ave.
Fulton, MO 65251

24. **NON-COMPETITION AND NON-SOLICITATION CLAUSE:** Without prior, written authorization from 911 Billing Services, EMS shall not:

A. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by 911 Billing Services. EMS expressly agrees that in the event of a breach of this provision, 911 Billing Services shall be entitled to a placement fee of 50% of the annual salary paid by 911 Billing Services to such employee at the time such employee left employment of 911 Billing Services.

B. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing, staffing or management services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization. Nothing in this Paragraph shall be interpreted to prohibit EMS from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

25. **FURTHER ASSURANCES:** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

26. **AUTHORIZATION OF AGREEMENT:** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individuals executing this Agreement on behalf of each party respectively has full power and authority to do so.

27. **EMS ACCOUNTING AND AUDITING REQUIREMENTS:** If EMS requires 911 Billing Service's assistance in EMS's accounting or other internal audits, 911 Billing Services will charge EMS for said audit support services at the rate of \$100 per hour.

28. **MEDICARE OR OTHER PAYOR AUDITS:**

A. EMS shall immediately notify 911 Billing Services if there has been any prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by EMS and/or 911 Billing Services.

B. EMS bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. 911 Billing Services

shall assist EMS in producing any records or documents in its possession that pertain to the audit or investigation and may charge EMS a fee for copying or retrieval of such documents consistent with paragraph 29, below, and Kentucky state law, regulation or policy regarding copying costs.

C. EMS is solely responsible for repaying any overpayment, recoupment, or penalty sought or imposed by any carrier or payer.

29. RECORD OWNERSHIP AND ACCESS:

A. EMS understands that documents generated or acquired in the course of providing Services hereunder and maintained by 911 Billing Services are the property of both 911 Billing Services and EMS. Pertinent documents and/or electronic copies thereof will be stored either on-site at 911 Billing Services or digitally accessible to EMS and will be made available to EMS at the convenience of 911 Billing Services upon 14 days' prior written notice by EMS to 911 Billing Services. 911 Billing Services will make a reasonable attempt to accommodate EMS's requests for records in a timely fashion during normal business hours.

B. Costs for large amounts of copies of documents (defined as above and beyond the requirement of the normal daily claim handling requirements) shall be invoiced to EMS by 911 Billing Services at rates not to exceed those established under Kentucky law, regulation or policy regarding copying costs.

C. Should this Agreement be terminated for any reason, all EMS documents shall be maintained at a site convenient to both EMS and 911 Billing Services for a reasonable amount of time for follow-up of all open claims or appeals following the effective date of termination of this Agreement unless as otherwise stated in this agreement. It is understood by both that access to all records must be maintained according to Federal and State requirements. EMS's open balance claims will be made available to be returned to EMS at EMS's written request in a text file format and only after all unpaid invoices are paid in full by EMS to 911 Billing Services. Requests for the return of documents pursuant to this Paragraph must be made in writing to 911 Billing Services by EMS no later than thirty (30) days after the termination date of this Agreement.

IN WITNESS WHEREOF, EMS and 911 Billing Services, by and through their authorized officials, have executed this Agreement on the date first written above:

911 BILLING SERVICES AND CONSULTANT, INC.

DocuSigned by:
Linda Basham
BY: 3EA6E8A0A8564D2 Date: 8/22/2018 2:46:17 PM CDT
Linda Basham, CEO / Owner

CALLAWAY COUNTY AMBULANCE DISTRICT

DocuSigned by:
Charles Anderson
BY: 107D0679F3B642C... Date: 8/22/2018 2:44:47 PM CDT
Charles Anderson Director

BY: _____ Date: _____

Callaway County Ambulance District

311 Hickman Avenue
PO Box 246
Fulton, MO 65251
Voice (573) 642-7260
Fax (573) 642-4069

RESOLUTION NUMBER 2018-004

RESOLUTION OF THE CALLAWAY COUNTY AMBULANCE DISTRICT BOARD OF DIRECTORS ENTERING INTO AN AGREEMENT BETWEEN THE CALLAWAY COUNTY AMBULANCE DISTRICT AND 911 BILLING AND CONSULTANTS, INC FOR PATIENT BILLING SERVICES:

Now on the 21st day of August 2018, the Board of Directors of the Callaway County Ambulance District acknowledges that it desires to enter into an Agreement for Billing Services with 911 Billing Services and Consultant, Inc., 1320 Island Ford Rd; PO Box 589, Madisonville, Kentucky 42431-0012. with an effective date of September 1, 2018 for a term of one year;

Now, therefore, it is resolved by the Board of Directors of the Callaway County Ambulance District as follows:

1. The Agreement for Billing Services between Callaway County Ambulance District and 911 Billing Services and Consultant, Inc., effective September 1, 2018, a copy of which is attached hereto and incorporated herein by reference, is agreed to.
2. Charles Anderson, Director, is authorized to sign the Agreement for Billing Services on behalf of the Callaway County Ambulance District.
3. This Resolution shall be in full force and effect from and after the date of the Resolution and execution by the Chairman of the Board of Directors, said execution reflecting that this Resolution was duly passed by vote of the Board of Directors of the Callaway County Ambulance District.

Chairman of the Board of Directors of Callaway
County Ambulance District

Date: 8-21-18

By: William Cruse
Chairman

Attest:

Jenny Powell
Secretary to the Board