

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 079

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR AN EMERGENCY MEDICAL SERVICE (EMS) BILLING SERVICE AND SYSTEM FOR THE CITY'S DEPARTMENT OF FIRE & EMERGENCY SERVICES, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2016-009, the City has advertised and received proposals which have been considered by the Chief of Fire and Director of Finance for an emergency medical service (EMS) billing service and system for the City's Department of Fire & Emergency Services; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the proposal submitted by **EMS MANAGEMENT & CONSULTANTS, INC.** for an emergency medical service (EMS) billing service and system for the City's Department of Fire & Emergency Services meets the specifications and Request for Proposal on file in the office of the Chief of Fire, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State; and is the best proposal by a qualified company for the proposed contract. All other proposals for this contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid best proposer for an emergency medical service (EMS) billing service and system for the City's Department of Fire & Emergency Services commencing May 1, 2016 and continue through April 30, 2019, in accordance with the contract scope, percentage compensation, and terms and conditions all substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference, which in all respects is hereby approved.

**Section 3.** That the funds for the purposes of said contract and this Ordinance have been appropriated for 2016 and shall be paid from the Emergency Vehicle Fund; and shall be subject to future appropriations from said Fund during the contract period.

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Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that 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.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the continuity of services and operation of the City of Strongsville Fire Department and Finance Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

[Signature]  
\_\_\_\_\_  
President of Council

Approved: [Signature]  
\_\_\_\_\_  
Mayor

Date Passed: April 4, 2016

Date Approved: April 5, 2016

|            | <u>Yea</u>                          | <u>Nay</u> |
|------------|-------------------------------------|------------|
| Carbone    | <input checked="" type="checkbox"/> | _____      |
| Daymut     | <input checked="" type="checkbox"/> | _____      |
| DeMio      | <input checked="" type="checkbox"/> | _____      |
| Dooner     | <input checked="" type="checkbox"/> | _____      |
| Schonhut   | <input checked="" type="checkbox"/> | _____      |
| Short      | <input checked="" type="checkbox"/> | _____      |
| Southworth | <input checked="" type="checkbox"/> | _____      |

Attest: [Signature]  
\_\_\_\_\_  
Clerk of Council

ORD. No. 2016-079 Amended: \_\_\_\_\_  
 1st Rdg. 04-04-16 Ref: \_\_\_\_\_  
 2nd Rdg. Suspended Ref: \_\_\_\_\_  
 3rd Rdg. Suspended Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 04-04-16 Defeated: \_\_\_\_\_

## BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 28th day of March, 2016 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and CITY OF STRONGSVILLE (hereinafter "Client").

### WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services and EMS|MC wishes to provide those services to Client, as set forth in this Agreement and consistent with Chapter 254 of the City's Codified Ordinances governing fees for such emergency medical services.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client. The services to be provided by EMS|MC shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle and after reasonable collection efforts by EMS|MC, to

the Ohio Attorney General or any other outside collection agency as so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payer has determined benefits due will be billed by EMS|MC to the patient when permitted by City Ordinances. EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all eligible uninsured patients directly.

EMS|MC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include both monthly and year-to-date billing and collection summary, check register report and deposit tickets. EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMS|MC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. If so requested by Client, EMS|MC shall provide Client with written guidelines or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of Ohio providing services to Medicare, Medicaid and other government funded program patients. EMS|MC will work with the Client's designated management consultants to assist and support said consultants ("Consulting Services"). Under no circumstances will EMS|MC offer advice on any tax related or legal matters. EMS|MC will reasonably assist Client with its required Medicare re-validation process and any other insurance company contract and renewal process.

EMS|MC shall notify Client of all patient complaints about clinical services within two (2) business days of receipt and notify Client of all patient complaints about billing within two (2) business days of receipt. Client shall promptly advise EMS|MC of notices of audit received by the Client. EMS|MC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers, with which Client contracts ("Payer Inquiries"), and advise Client of any significant pattern of payer denials or downcodings for service billed by EMS|MC on Client's behalf ("Denial Patterns"). The Client will be notified of Payer Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC is appointed as the limited agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

EMS/MC shall process and handle any requests that are made by any third party or patient for any patient care report and/or billing statement.

In addition to the scope of services specifically described in Section 1, EMS|MC is required to provide all Services set forth in the City of Strongsville's Request for Proposal (RFP) dated January 24, 2016 and EMS|MC's RFP Response dated February 15, 2016, specifically including,

but not limited to sections 1(g) and 2 through 9, all of which are attached hereto and incorporated by reference herein and which collectively shall constitute the Scope of Service for purposes of this Agreement. In the case of any conflict between the provisions of this Agreement, the RFP and the RFP Response, the conflict shall be resolved in the following order of priority: terms of this Agreement; terms of the RFP; and terms of the RFP Response.

EMS|MC shall have no responsibility to provide any of the following services:

- (a) Determining the accuracy or truthfulness of documentation and information provided by Client;
- (b) Providing services outside the EMS-MC billing system;
- (c) Submitting any claim that EMS|MC believes to be inaccurate or fraudulent;

## **2. COMPENSATION OF EMS|MC.**

- (a) Client shall pay a fee for the services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.5 % percent of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Net Collections is not defined to mean any single non-insurance payments or time of service payments made directly to the Client.

EMS|MC shall submit a reconciled invoice to Client by the 10<sup>th</sup> day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the last day of the month in which the invoice is first presented to Client. Such amount shall be paid without offset unless the calculation of the amount is disputed, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

**FEES and CHARGES** - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the following calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

**3. RESPONSIBILITIES OF CLIENT.**

The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide services to the extent that Client has not fulfilled these responsibilities:

- (a) Client will pay all amounts owed to EMS|MC under this Agreement.
- (b) Client will utilize best efforts to provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient

identification (name, address, phone number, birth date, gender); guarantor identification and address; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.

- (c) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. Client will report to EMS|MC within ten (10) business days payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client must provide Patient Care Reports (PCRs) in a timely manner in order to achieve higher performance. Further, Client will: implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of client accounts.
  
- (d) In addition, Client is to provide EMS|MC with all available and presumably accurate medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or the Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual



information observed and documented by the attending field technician during the course of the treatment and transport.

- (e) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.
- (f) Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

#### 4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective commencing May 1, 2016 and shall thereafter continue through April 30, 2019. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and transferees. The Agreement shall have the option to renew for two (2) additional one year periods on the same terms and conditions as stated herein, unless either party gives written notice of intent not to renew at least 60 days before expiration of the initial term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below.
  - (i) **Termination for Cause.** Notwithstanding paragraph 4(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of Client to make timely payments due under this Agreement or failure of EMS|MC to make timely deposits as outlined in this Agreement;
- (2) Any willful or reckless damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful or reckless injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Client's engagement of another billing services provider to provide services during the term of this Agreement;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;
- (8) Commitment of any unethical or immoral act which disparages or harms the other party or could have the effect of disparaging or harming the other party; or
- (9) Any breach of any material provision of this Agreement.

**5. RESPONSIBILITIES UPON TERMINATION.**

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice

of termination, EMS|MC will make available to Client or its authorized representatives paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and sufficient non-proprietary information concerning payers and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.

- (b) Following termination of this Agreement, for a period of up to one hundred eighty (180) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, EMS|MC shall have no obligation to provide any services after the date of termination.

**6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

- (a) This Agreement to provide billing and collection services is made with EMS|MC as Client's exclusive provider for all dates of service during the term hereof. Except for the services defined in paragraph 2(a) of this Agreement, Compensation, the Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not

meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in paragraph 3(b) hereof and shall be treated as Net Collections for purposes of paragraph 2(a) hereof.

- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.
- (e) The Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

**7. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.**

The Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending two (2) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where the Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

**8. PRIVACY.**

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMS|MC for the sole use of the parties and EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by applicable law, including, without limitation, federal, state or local law enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. In addition to the foregoing, EMS|MC and Client shall comply with any applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the

regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement under HIPAA. EMS|MC agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, damages and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from EMS|MC's unauthorized or unlawful disclosure of patient information only insofar and to the extent that if failed to meet the requirements of this Agreement

**9. INSURANCE, LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

- (a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.
- (b) A "Claim" is defined as:
  - (1.) Any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, or otherwise.
  - (2.) EMS|MC's negligent performance of services under this Agreement.
  - (3.) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of EMS|MC, its officers, employees, consultants, sub consultants, and/or subcontractors; or
  - (4.) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or

omissions of EMS|MC, its officers, employees, consultants, subconsultants, and/or subcontractors.

- (c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, two (2) times the total fees paid by Client to EMS|MC under this Agreement or EMS|MC's applicable insurance coverage limits, whichever is greater (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.
  
- (d) EMS|MC agrees to indemnify and hold City harmless from and against any and all claims, liabilities, damages and expenses, including but not limited to reasonable attorney fees, arising out of Claims as defined above in Section(b) or claims due to the actions of EMS|MC in collecting debts under this Agreement, provided said claims, liabilities, damages and expenses do not arise from any inaccurate or incomplete information provided by the City or the unlawful collection acts or instructions of the City. In addition, indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the claim giving rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnity for amounts that Client reimburses or refunds to Medicaid, Medicare, any

governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies.

(e) **Insurance.** EMS|MC shall maintain throughout the duration of this Agreement insurance in the following amounts:

(1) Worker's Compensation and Employer's Liability

|                       |                               |
|-----------------------|-------------------------------|
| Worker's Compensation | Statutory                     |
| Employer's Liability  | \$500,000/\$500,000/\$500,000 |

(2) Comprehensive Automobile Liability

\$1,000,000 combined single limit Bodily Injury and Property Damage

(3) Comprehensive General Liability including environmental coverage, (naming the Owner as additional insured)

|             |   |
|-------------|---|
| \$1,000,000 | per occurrence                          |
| \$2,000,000 | annual aggregate                        |
| \$2,000,000 | product/completed operations occurrence |
| \$1,000,000 | personal injury/advertising liability   |

(4) Umbrella/Excess Liability

|             |                    |
|-------------|--------------------|
| \$2,000,000 | per occurrence     |
| \$2,000,000 | annual aggregate   |
| \$2,000,000 | products aggregate |

(5) Professional Liability Insurance or errors and omissions insurance coverage in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after expiration of the contract.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall



contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City as Client. Certificates of Insurance showing such coverage to be in force shall be filed with the Client through its Director of Finance prior to commencement of the Services and shall be in proper form.

EMS|MC hereby agrees to maintain the insurance described above during the term hereof. If EMS|MC fails to furnish and maintain the insurances required, the Client may purchase such insurance on behalf of EMS|MC, and EMS|MC shall pay the cost thereof to the Client upon demand and shall furnish to the Client any information needed to obtain such insurance.

#### **10. RECORDS; AUDITS.**

EMS|MC shall maintain full and complete books, ledgers, journals, accounts or records in which are kept all entries reflecting billing and collection of utilization fees pursuant to this Agreement which may be necessary to permit adequate evaluation of the invoices or relating to performance under this Agreement (herein collectively called "Records"). The City shall have the right, from time to time, upon forty-eight (48) hours advance notice to EMS|MC, to audit EMS|MC's Records or any of its affiliates rendering services under this Agreement, whether direct or indirect, in relation to records involving the City or relating to performance under this Agreement. EMS|MC shall make all Records available for examination during normal business hours. The City agrees to exercise its rights to inspect Records and conduct an audit in a reasonable manner so as to minimize the impact upon and interruption of EMS|MC's business and operations.

#### **11. COMPLIANCE WITH LAWS AND REGULATIONS**

City and EMS|MC shall comply at all times with applicable federal, state and local laws, regulations, and ordinances, including without

limitation, statutes, ordinances and regulations applying to debt collection.

**12. NONDISCRIMINATION**

EMS|MC agrees to comply with all applicable federal, state and county laws regarding nondiscrimination, and specifically agrees not to refuse to employ or refuse to continue in any employment, any person on account of race, color, religion, creed, sex, age, national origin, or disability.

**13. NO THIRD-PARTY BENEFICIARIES**

This Agreement is intended solely for the benefit of City and EMS|MC and their respective successors and permitted assigns, and no patient or other third party shall have any rights or interests in this Agreement or the services performed hereunder.

**14. SUPPLEMENTAL FORMS**

The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

- Statement as to Interested Parties
- Equal Opportunity Requirements
- Non-Collusion Affidavit
- Delinquent Personal Property Tax Affidavit
- Declaration and Representation (ORC 9.24)
- Certification and Representation (ORC 3517.13, as amended)

**15. GENERAL.**

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond

EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination only if EMS|MC controls more than 50% of the new entity

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted),

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

[Client]:  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149  
Attention: Fire Chief

With a copy to Law Director:  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

EMS|MC:  
EMS Management & Consultants, Inc.  
2540 Empire Drive  
Suite 100  
Winston-Salem, NC 27103  
Attention: Laurie O'Quinn

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of Ohio, notwithstanding any conflicts of law rules to the contrary' and with venue in the state or federal courts in Cuyahoga County and/or the Northern District of Ohio.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMSIMC:

CLIENT:

EMS Management & Consultants, Inc.

City of Strongsville

By: Allan Logie

By: Thomas P. Perciak

Print Name: Allan Logie

Print Name: Thomas P. Perciak

Title: Chief Performance Officer

Title: Mayor


Date: 3-28-2016

Date: April 5, 2016

**CERTIFICATION OF FUNDS**

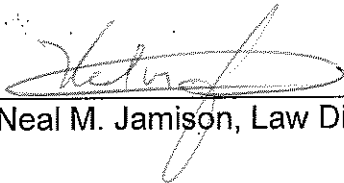
I, Joseph K. Dubovec, Director of Finance for the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

April 5, 2016  
Date

  
Director of Finance

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 5<sup>th</sup> day of April, 2016.

  
Neal M. Jamison, Law Director