# PROFESSIONAL SERVICES AGREEMENT BETWEEN MEDICOUNT MANAGEMENT, INC AND THE CITY OF ANN ARBOR FOR AMBULANCE FEE COLLECTION SERVICES

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and MEDICOUNT MANAGEMENT, INC, an Ohio corporation, 10361 Spartan Drive, Cincinnati, OH 45215 ("Contractor"). City and Contractor agree as follows:

#### 1. **DEFINITIONS**

Administering Service Area means Fire Services.

**Contract Administrator** means Mike Kennedy, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

**Deliverables** means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

**Effective Date** means the date this Agreement is signed by the last party to sign it.

Services means Ambulance Fee Collection Services as further described in Exhibit A.

#### 2. DURATION

A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect for three (3) years unless terminated as provided for in this Agreement. Upon mutual agreement, the parties may renew this Agreement for an additional term of three (3) years.

#### 3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

#### 4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### 5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement is 3.95% of net collections. Net Collections refers to the total cash collections minus refunds (Gross fees less refunds and insurance provider takebacks), and billing will be done monthly using the collections from the previous month.
- B. Payment shall be made following completion of Services by Contractor and acceptance by the City, unless a different payment schedule is specified in Exhibit A.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### 6. INSURANCE/INDEMNIFICATION

A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this

Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
  - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees \$1,000,000.
  - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or
	Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

```
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 each employee
Bodily Injury by Disease - $500,000 each policy limit
```

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

#### 7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. <u>Nondiscrimination</u>. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. <u>Living Wage</u>. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

#### 8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other

licenses necessary to perform the Services.

C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.

- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

#### 9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

#### 10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

#### 11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

#### 12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

#### 13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

Medicount Management, Inc ATTN: Joseph Newcomb 10361 Spartan Drive Cincinnati, OH 45215

If Notice is sent to the City:

City of Ann Arbor ATTN: Mike Kennedy 301 E. Huron St. Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor ATTN: Office of the City Attorney 301 East Huron Street, 3<sup>rd</sup> Floor Ann Arbor, Michigan 48104

#### 14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

#### 15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City

acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

#### 16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

#### 17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

#### 18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

# 19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by

facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

# MEDICOUNT MANAGEMENT, INC

# CITY OF ANN ARBOR

Ву:		Ву:	
Name:	Joseph Newcomb	Name:	Christopher Taylor Major
Title:	President	— Date:	iviajoi
Date:		Ву:	
		Name:	Jacqueline Beaudry
		Title:	City Clerk
		Date:	
		Approve	d as to substance:
		Ву:	
		Name:	Milton Dohoney Jr.
		Title:	City Administrator
		Date:	
		Ву:	
		Name:	Mike Kennedy
		Title:	Fire Chief
		Date:	
		Appro	ved as to form and content:
		Ву:	
		Name:	Atleen Kaur
		Title:	City Attorney
		Date:	

# EXHIBIT A SCOPE OF SERVICES

# 1. Background

In February 2023, the City of Ann Arbor Fire Department became a licensed basic life support transport agency. The City has been transporting but not billing for services. Based on current projections, the City is expecting a minimum 150 transports annually with transports likely to exceed 200. The City anticipates expansion of transport units within the next three years.

## 2. Objective

Contractor is HIPAA-certified, Medicare and Medicaid compliant, and will provide ambulance billing and collection services.

Contractor agrees to an initial three-year term with the potential of for a three-year extension based upon mutual agreement.

## 3. Requirements

- A. Contractor will be required to follow all federal and state laws regarding collection services, including but not limited to, the following federal and state laws, and related regulations:
  - The Fair Debt Collection Practices Act, 15 USC 1692 et seq
  - The Fair and Accurate Credit Transactions Act, 15 USC 1681m et seq
  - The Fair Credit Reporting Act, 15 USC 1681 et seq
  - The Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq
  - The Telephone Consumer Protection Act, 47 USC 227
  - The Electronic Fund Transfer Act, 15 USC 1693a
  - The Michigan Regulation of Collection Practices Act, MCL 445.251 et seg
  - The Michigan Consumer Protection Act, MCL 445.901
  - The Michigan Occupation Code, MCL 339.901 et seq

In addition to this Agreement, Contractor will sign a separate contract titled "Business Associate Addendum" covering provisions on Protected Health Information found under HIPAA laws and regulations.

B. City Responsibilities – The City of Ann Arbor Fire Department will generate claims via ImageTrend electronic software. The claims will go through the EMS Coordinator (EMSC) for review to make sure all pertinent information is contained in the reports before they are released to the billing agency. In addition, the EMSC will make a reasonable effort to gather any additional information, such as the responsible insurance company information, general demographics of the patient and any other information which may assist in the billing process.

The City will provide at least two contacts for the purpose of day-to-day billing operations to be able to answer questions and obtain requested information that may be required by the Contractor.

- C. Contractor Responsibilities Contractor shall facilitate billing from reports generated by emergency services personnel, which include electronic run reports, ancillary documents, and hospital face sheets from the receiving hospitals. Ancillary documents will be received, processed and stored on a secure server. The Contractor will address issues that may arise in connection with this Agreement and/or day-to-day billing questions from City employees. Contractor shall have all the necessary equipment, such as dedicated phone lines, computer terminals, Internet connections, and electronic storage facilities, sufficient personnel, materials, supplies and operate as the City's medical billing facility.
- D. Contractor shall provide the following reports, which shall be submitted to the City on a monthly basis:
  - Distribution of Charges and Collections This report will track the charges, payments and financial class mix of all patients for a given month or other specified period.
  - Aged Receivable Report This report will have outstanding invoices sorted by date or account for thirty, sixty, ninety, one hundred twenty, and over one hundred twenty days. This report will also provide totals for these categories.
  - Patient Alpha Listing This report lists all patients alphabetically by patient last name.
  - Monthly Payment Listing This report lists payments, required charge offs (contractual adjustments), and refunds posted to each patient's account.
  - Overpayment (refund request) Report This report lists all patients who are due refunds as a result of overpayment on account.

## E. The Contractor shall be responsible for providing the following services:

- Mail and / or email an invoice to each patient transported, at the rates established by the City for EMS transportation services.
- File all insurance claim forms for all patients based upon information received from the patient or obtained from Contractor's research done at referring and/or receiving health care facilities.
- Send copies of patient care reports and Physician Certification Statements to Medicare, Medicaid, insurance companies, or any other third party payers (when requested) to obtain payment.
- Any claim denials for medically necessary transports shall be resubmitted properly and within the time frame provided and additional information provided within the resubmission to show validity of the claim for maximum benefit.
- Follow-up on electronically submitted and mailed claims for which payment has not been received at thirty (30), sixty (60), and ninety (90) days following initial submittal. Follow-up efforts and results must be documented and available to the City for review.
- Record customer payments and refunds. Contractor will provide the City with necessary refund requests including all pertinent information relating to refund payments to patients and/or insurance companies, indicating the refund payee's name, address and reason for refund.
- Any refunds issued to customers shall be netted from the monthly gross revenue and documented on the monthly statement to the City.
- When a billed account has become past due (an account older than the date of transport plus one hundred twenty days (120), that has a balance larger than zero), return the account to the City by providing the City with a listing of these past due accounts including all pertinent facts regarding attempted collection efforts. However, the City, at its option, may leave selected accounts with the Contractor for a longer period of time or turn the accounts over to a collection agency.
- All accounts considered in "write off" status will be sent to the City for review.
   All accounts must contain "biller's notes" showing reasonable attempts to collect and details of the claim progress, including noting conversations with patient, insurance company etc.
- Any other services as agreed to by the parties in order to effectively collect transport fees.
- Contractor will cooperate with the City in all billing issues resulting in litigation.
- Provide initial and on-going training as requested to Ann Arbor Fire Department staff regarding documentation, processes, or other matters to assist with efficiency of the billing process.

- F. Required Use of Electronic Filing, Storage, and Billing System The Contractor must be currently filing, storing (both on and off-site), and receiving Medicare and Medicaid claims and payments electronically and must transmit / receive Medicare claims via the required national format, or any future standard Medicare or Medicaid may require.
- G. Payments from Customers Contractor shall maintain a Lock Box, P.O. Box or mailing address to facilitate receipt and deposit of all payments on customers' accounts. Contractor shall record all payments in a timely manner to customers' accounts.
- H. Payments to City Contractor shall remit gross revenue net of fees to the City on a monthly basis for medical billing collections from the prior month via ACH or EFT to the designated bank account provided by the City. Contractor shall provide detailed documentation showing gross revenue less all fees for the prior month to accompany the monthly remittance to the City.

# EXHIBIT B COMPENSATION

The proposed Fee Schedule encompasses all necessary expenses related to EMS billing, which may include but are not limited to stationery, enclosures, forms, envelopes, phones, facilities, postage, and labor. These expenses are essential and will be provided as required to ensure the efficient execution of all EMS billing processes.

# **Standard EMS Billing Services**

The total amount of compensation paid to Contractor under this Agreement is 3.95% of Net Collections. Net Collections is defined as the total cash collections minus refunds and insurance provider takebacks. Billing will be done monthly, basing calculation of Net Collections on the collections from the previous month.

#### **Special Circumstances**

**1. Non-Transports:** City of Ann Arbor employees may encounter the following types of transports:

Treat Non-Transport or Non-Transport situations:

- A determination that no transport is required.
- The patient refuses treatment and transport
- The patient receives treatment (usually vitals only) and refuses transport.

Most Treat Non-Transport or Non-Transports are considered non-covered services by health insurance providers and are only billable to the patient. These "Patient Bills" will be billed at a flat rate of \$15.00 per call to the City of Ann Arbor should the City choose to bill for the service, regardless of the charge amount and amount collected.

2. Interfacility Transports: This category pertains to the process of transporting a patient between two healthcare facilities or prisoner transports to and from healthcare facilities. The EMS Agency acknowledges that the fee due for the transport is due from the healthcare facility or the prison/jail facility and can be challenging to collect if the facility or prison has been billed directly and does not pay for the billed charges. After 90 days from the bill date, the EMS Agency agrees to pay Medicount a flat rate of \$15.00 per call regardless of the charge amount and the amount collected.

#### **Summary of Features Included in Medicount's Fee:**

- All mailing forms, billing forms, insurance forms, and envelopes necessary to perform all billing functions and any modifications as required.
- All postage necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys.
- A national toll-free 800 number for patients, City personnel, insurance companies, attorneys, and others to call for information or discussion of account status.
- This includes all fees related to Medicount's Hospital Database (HDE), Health Collaborative, CliniSync, and national insurance providers, as well as consumer database searches for patient demographic information.

- Coverage of all fees associated with the electronic submission of claims.
- An electronic interface to the City's current ePCR system and any future ePCR system that the City may choose during the contract term.
- Medicount's account executive will conduct regular on-site reviews to assess all aspects of the revenue cycle management process, including rates, billing, collections, charges, and comparisons with other departments.
- Continuous updates on the latest news and developments, including but not limited to topics such as Cost Data Collection and TPE Audits.