

ORDINANCE NO. 2010 - 47

AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH MEDICOUNT MANAGEMENT, INC., FOR THE
PURPOSE OF EMS BILLING SERVICES

WHEREAS, the City of Mason currently uses Medicount Management, Inc., for EMS
billing services; and

WHEREAS, the City and Medicount Management, Inc., have renegotiated the terms of
said agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio,
seven members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement with
Medicount Management, Inc., for EMS billing services substantially in the form of the
agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be in force from and after the
earliest period allowed by law.

Passed this 10th day of May, 2010.

Attest:


Clerk of Council


Mayor

AGREEMENT

This agreement, entered into the _____ by and between Medicount Management, Inc. (hereinafter referred to as "Company"), and The City of Mason Fire Department, (herein after referred to as "EMS Agency").

NOW, THEREFORE, it is agreed between the parties as follows:

WITNESSETH

In consideration of the mutual covenants and agreements herein contained, the Company and the EMS Agency hereby agree to perform as follows:

SECTION 1. THE COMPANY SHALL:

- A. Obtain a provider number for the EMS Agency for various insurance carriers.
- B. Review the EMS provider's billing policies and assist with the development of insurance billing policies and procedures that are in accordance with insurance regulations and standards.
- C. Do all billing and coding according to law, and in accordance with the EMS provider's EMS policy.
- D. Assist billed parties who have questions or are in need of assistance in filing the necessary insurance claims.
- E. Report to the EMS Agency the following on a monthly basis:
 - 1. The number of accounts billed and revenue generated.
 - 2. The total percentage fee charges to the EMS Agency based on six percent (6%) of the amount collected from insurance carriers and billed parties.
 - 3. An analysis of whom is paying.
 - 4. A report on the percentage collected by the various insurance carriers.
 - 5. Other pertinent information for analysis of the EMS provider's EMS billing policy as may be requested from time to time by the EMS provider.
- F. Process all payments from insurance carriers and billed parties and provide financial reports listing financial activities on individual patient records.
- G. On a monthly basis, within the first ten- (10) days on the month, submit an invoice to the EMS Agency for services rendered for the proceeding month. Invoice shall include all information as outlined in Section 1 (F).
- H. Upon receipt of payments for EMS services by carriers and patients, "Company" shall forward checks to "EMS Agency" for deposit within 24 hours after crediting patient accounts.
- I. Upon request, allow the EMS Agency to inspect and audit billing methods, patient accounts or any other aspect of the companies operation that pertains to the EMS provider's account.
 - 1. Upon default, bankruptcy, or termination of agreement by either party, return all EMS provider's records to the EMS provider, including all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records pertaining to the EMS provider.

SECTION 2. THE EMS AGENCY SHALL:

- A. Provide the Company all patients billing information, as it is available to the EMS provider. Said patient billing information shall be given to the Company on the form agreed upon by the EMS Agency and the Company to the extent possible or by other means which will provide information needed.

- B. Provide to the Company any insurance carrier provider numbers that the EMS Agency currently processes.
- C. Provide Company all Insurance Provider applications within 30 days of signed contract.
- D. Agree to pay the Company six percent (6%) of the amount collected from insurance companies and billed parties.
- E. Copy all payments received by EMS Agency directly from insurance carriers or billed parties and submit copy of payment or other correspondence on a daily basis.

SECTION 3.

OTHER TERMS AND CONDITIONS TO BE OBSERVED BETWEEN PARTIES:

- A. This agreement may be terminated by either party upon ninety (90) days written notice, return receipt requested.
 - B. The EMS Agency and the Company shall receive full payment of monies due to said party pursuant to the terms of this agreement if the agreement is terminated by its term or by written notice as provided under section 3 (A).
 - C. There is a default under this agreement if the Company is more than ten (10) days late in its accounting and payment to the EMS provider, or if it is in financial jeopardy or has filed bankruptcy.
 - D. Upon default by either party, the other party has the right to immediate termination by written notice to the other party.
 - E. The Company will defend the EMS Agency against any claims as a result of performing its service under this agreement and will indemnify and hold the EMS Agency harmless from any and all claims, damages, liabilities, injuries, and expenses rising out of the Company's negligence the performance of the Company's duties. If it is necessary for the EMS Agency to pursue collections from the Company, the Company agrees to pay the attorney fees and court costs incurred by the EMS Agency pursuing said collections.
4. This agreement is binding upon the parties hereto as well as the successors, assigns, executors, and administrators of said parties. Neither party shall assign, sublet, or transfer its interest in the agreement without written consent of the other party. Nothing herein contained shall be construed as creating personal liability upon the part of any officer or employee of the EMS provider.
5. This agreement shall be for a period of one (1) year commencing on, _____, with an annual automatic renewal unless notification is given to either party ninety (90) days prior to renewal deadline.

MEDICOUNT MANAGEMENT, INC.

By: _____

By: _____

AGREEMENT

This agreement, entered into the 13th of May, 2010 by and between Medicount Management, Inc. (hereinafter referred to as "Company"), and The City of Mason Fire Department, (herein after referred to as "EMS Agency").

NOW, THEREFORE, it is agreed between the parties as follows:

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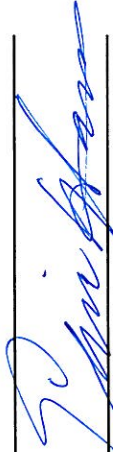
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5. This agreement shall be for a period of one (1) year commencing on May 13th 2020, with an annual automatic renewal unless notification is given to either party ninety (90) days prior to renewal deadline.

By: 
ERIC HANSEN
CITY MANAGER
CITY OF MASON
5/18/10

MEDICOUNT MANAGEMENT, INC.

By: 