

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A RENEWAL OF AN AGREEMENT WITH LIFE FORCE MANAGEMENT, INC. FOR BILLING OF EMERGENCY SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the fire chief, together with the mayor and finance director have recommended a renewal of an agreement with Life Force Management, Inc. for billing of emergency services.

NOW, THEREFORE BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the mayor and the finance director be, and they hereby are, authorized and directed to enter into a renewal of an agreement with Life Force Management, Inc. for billing of emergency services, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to protect Village revenues; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 2/21/06

[Signature]
President of Council

[Signature]
Mayor

Dated: 2/24/06

ATTEST:

[Signature]
Clerk of Council

BILLING SERVICES AGREEMENT

This Billing Services Agreement (the "Agreement") is made effective this 5th day of July, 2005, by and between **LIFE FORCE MANAGEMENT, INC.**, an Ohio corporation ("Life Force"), with its principal office located at 9205 State Route 43, Suite 210, Streetsboro, Ohio 44241, and **VILLAGE OF RICHFIELD** ("Customer"), with its principal office located at 4410 W. Streetsboro Road, Richfield, Ohio 44286.

RECITALS

WHEREAS, Life Force is a service company that provides billing and related services to providers of ambulance services;

WHEREAS, Customer provides ambulance services and wishes to engage Life Force on an exclusive basis to provide billing and related services to Customer;

NOW, THEREFORE, in consideration therefore Life Force and Customer hereby agree as follows:

SECTION 1 - RESPONSIBILITIES OF LIFE FORCE.

- A. Life Force shall perform billing and collection and related activities for all ambulance services rendered by Customer, collectively the "Ambulance Services."
- B. Life Force shall establish, communicate to Customer and monitor procedures for the implementation of Life Force's billing for the Ambulance Services. Life Force shall instruct Customer and its employees on procedures and information to provide the responsible party information to Life Force for the Ambulance Services as necessary for Life Force's system of billing and collection.
- C. Life Force shall prepare and submit initial claim forms for the Ambulance Services to third-party and governmental payors ("Payors") on a weekly basis and for self-pay accounts on a monthly basis.
 1. *Commercial Payors.* Life Force will bill Commercial Payors directly for the Ambulance Services if it has received commercial insurance information from Customer. If Customer was unable to obtain information at the time of the Ambulance Services, Life Force will

attempt to obtain insurance information from the necessary responsible parties. Once sufficient information is obtained to file a complete claim for the Ambulance Services, Life Force will file the claim as follows (please initial):

Electronic Submission

U.S. Parcel Mail

Life Force shall rebill the Ambulance Services to Commercial Payors not responding to initial claims at such times as Life Force deems appropriate based upon experience with the particular payor.

2. *Motor Vehicle Accounts.* If Ambulance Services result from a motor vehicle accident and an auto insurance carrier disputes the claim and/or the claim is in a legal dispute, Life Force will attempt to obtain a letter of protection from the appropriate individual (attorney or insurance company representative for the responsible party) stating that payment will be sent directly to Customer once the matter is settled. If an attorney is not involved or the appropriate individual does not provide Life Force a protection letter, then Life Force will seek monthly payments on the account from the responsible party in accordance with the Customer's elections for Responsible Party billing in Appendix B.
 3. *Medicare and Medicaid Accounts.* Life Force will bill Medicare and Medicaid directly for the Ambulance Services provided by Customer. Medicaid payment will be obtained directly from Medicaid, and recipients will not be billed for services covered by Medicaid.
 4. *Responsible Party Billing:* Life Force shall bill responsible parties for any amounts not covered by Payors unless otherwise directed in Appendix B. Customer shall be responsible for following any federal, state and third-party payor guidelines regarding the application of tax revenue or fees toward the co-pay and deductible as payment in full for the out of pocket expense for Residents.
- D. Life Force shall notify Customer if it becomes aware that additional documentation is necessary to substantiate a claim for the Ambulance Services either on initial submission of a claim or upon further inquiry by a Payor or responsible party. If requested by Customer, Life Force can assist with the development of documentation sufficient to file a claim.
- E. Based on the information supplied by Customer, Life Force shall complete special forms for the Ambulance Services reasonably required by Payors, including, but not limited to, such items as requests for provider numbers,

address changes and fee schedules. The foregoing does not include Payor requests for authorizations or certifications, which shall be the responsibility of Customer.

- F. Life Force shall post payments it receives for the Ambulance Services to the individual responsible party accounts and shall report overpayments according to refund procedures agreed to by Life Force and Customer pursuant to Appendix B.
- G. Life Force shall provide telephone support during reasonable business hours to assist Payors and responsible parties who request information about their bills for Ambulance Services. Life Force shall process all written and oral requests for information received by Life Force pertaining to the Customer's accounts in a timely manner and forward all requests concerning matters beyond the scope of Life Force's services (clinical matters, policy issues, customer complaints) to Customer's Authorized Liaison.
- H. Life Force shall process all delinquent accounts in accordance with procedures established by Life Force and Customer as attached hereto and incorporated by reference as Appendix B. Otherwise, Life Force shall send monthly letters requesting payment of past due Ambulance Services bills (in a form approved by Customer) until such time as either:
 - 1. the account is paid in full; or
 - 2. Life Force reasonably determines that payment will not be forthcoming; or
 - 3. the matter is referred to a collection agency; or
 - 4. Customer directs Life Force to discontinue such letters.

Life Force shall promptly notify Customer when it has determined to cease sending letters on Delinquent Accounts and shall forward information on Delinquent Accounts to Customer's collection agency as Customer directs.

- I. Within twenty (20) days after the end of each month, Life Force shall provide Customer with the following information on Ambulance Services:
 - 1. a monthly report providing an alphabetized responsible party listing for the particular month with dates of service and charges;
 - 2. a monthly receipt and adjustment report with payment dates, descriptions, amounts, adjustment dates, and adjustment amounts;

3. a monthly report showing month-to-date and year-to-date Ambulance Services and amounts;
 4. a monthly report of accounts showing charges, receipts, and adjustments; and
 5. other similar reports reasonably requested by Customer.
- J. Life Force shall appoint a liaison who shall be responsible for maintaining open lines of communication on all issues related to the billing and collection of the Ambulance Services and meet with Customer or its representatives at such times as reasonably requested by Customer.
- K. To the extent that Life Force maintains computerized data and records on Customer's Ambulance Services, Life Force shall "back up" such data and records on a daily basis and shall keep such daily back-ups off site.

SECTION 2 - RESPONSIBILITIES OF CUSTOMER.

- A. Customer is solely responsible for its operation of the Ambulance Services, including appropriate state and federal licensure and certifications of its personnel and equipment.
- B. At Customer's expense and in Customer's name, Customer shall establish a fund for the collections from Ambulance Services and elect a banking and deposit method and any lockbox services desired pursuant to Appendix B. Customer and Life Force shall coordinate the deposit procedures for the receipt of all monies, correspondence, and documents relating to Customer's Ambulance Services. In any event, Customer shall forward to Life Force weekly all correspondence, documents, and records of any payments relating to Ambulance Services received directly by Customer that week.
- C. Customer shall establish reasonable charges for the Ambulance Services. Customer shall be responsible for submitting and maintaining accurate provider enrollment information to Payors. Customer shall provide Life Force, in writing, with the following information upon or prior to commencement of Life Force's services and within five (5) days of any changes to such information:
1. Customer's Ambulance Services fee schedule, attached hereto as Appendix A, as amended from time to time;
 2. The correct name, address, and federal tax identification number of Customer;
 3. Lists of and copies of Payor contracts; and

4. Any other Customer enrollment information, licensures, and certifications, and Authorized Liaison designation.
- D. Customer personnel shall attempt to collect the information sufficient to file a completed claim from the involved parties when the Ambulance Services are provided, but will not delay or withhold treatment/care pending insurance information. Customer personnel will attempt to obtain the information to file a completed claim from the receiving hospital if the information was not collected at the scene.
 - E. Customer shall at all times be ultimately responsible for obtaining and maintaining appropriate original supporting documentation sufficient for Life Force to meet its duties hereunder, including but not limited to completed copies of the EMS Trip Sheets and Run Reports in Appendix C, substantiation of medical necessity and the services and level of service rendered, all data elements listed in Appendix D as required for billing, and patient and responsible party information and any signatures, notices, acknowledgements, consents and authorizations as may be necessary to disclose information to Life Force and to authorize payment and claim submission and establish responsible party liability for non-covered services. Customer shall submit to Life Force within fifteen (15) days of the date of service copies of all such supporting documentation.
 - F. Customer shall respond promptly to all reasonable requests of Life Force relating to supporting documentation and information concerning the Ambulance Services. Customer shall provide Life Force, in writing, any additional information as may reasonably be requested by Life Force in order to substantiate an Ambulance Services charge, either on initial submission or upon later inquiry by either the responsible party or a Payor.
 - G. All information and supporting documentation provided by Customer to Life Force for the performance of its duties hereunder, and all information and supporting documentation recorded by Customer and Customer's personnel, shall be true, complete and accurate in all respects, including all fields in the attached Appendix D that are required for billing.
 - H. Customer will accept assignment deemed adequate by Medicare and Medicaid. Customer shall notify Life Force, in writing, of any other assignments and all contractual discounts, non-chargeable services, write-offs, and other similar discounts which impact Ambulance Services billing.
 - I. Customer shall designate an Authorized Liaison as designated in Appendix B who shall be responsible for maintaining open lines of communication on all issues relating to the subject matter of this Agreement and meeting with Life Force or its representatives on a regular basis. Customer represents and

warrants that at all times the Authorized Liaison will have the authority to direct Life Force on behalf of the Customer.

- J. **Customer shall review all reports provided by Life Force for accuracy. Unless Customer notifies Life Force in writing of any inaccuracies in reports within sixty (60) days after the reports are provided to Customer, the reports shall be deemed final.**
- K. Customer agrees that during the term and any renewal terms of this Agreement to place all its Ambulance Services accounts with Life Force and not to retain or engage any other person or entity to perform the same or similar functions for or on behalf of Customer.

SECTION 3 – COMPENSATION.

Life Force's base charges for its responsibilities under this Agreement shall be seven percent (7%) of collections received by Life Force or Customer for the Ambulance Services. Customer agrees to make payment directly to Life Force within thirty (30) days of receipt of Life Force's invoice. Life Force's base charges shall not change unless reimbursement levels from Medicare, Medicaid or any other third-party payors materially change, in which case, the parties shall discuss changes to Life Force's base charges, with any changes being agreed upon in writing by the parties and attached hereto as an addendum to this Agreement. If no agreement is reached within a timely manner, the compensation to Life Force shall remain in effect.

SECTION 4 – ALLOCATION OF RISK; LIMITATION OF LIFE FORCE'S LIABILITY

- A. As between the parties, each party to this Agreement shall be and remain legally responsible for its own acts or omissions, and for those of its affiliates, employees, and agents, who are involved by such party in matters related to this Agreement on such party's behalf, and each party to this Agreement shall be financially responsible for all damages, expenses, liabilities or other costs of whatever kind that are determined by such court of competent jurisdiction to be caused by that party's acts or omissions.
- B. Throughout the term of this Agreement, each party shall, at its own expense, continuously maintain in full force and effect comprehensive general liability insurance coverage consistent with prevalent standards in the community for each party. In lieu of said liability insurance coverage by Customer, Customer may provide for coverage for general liabilities through a self-

insurance program or joint self-insurance pool pursuant to Ohio Revised Code §2744.08 or .081 or other legal authority. Life Force shall also maintain an employee dishonesty policy and a crime fidelity bond. Customer shall also maintain comprehensive professional liability insurance for the Ambulance Services or equivalent coverage through a self-insurance program or joint self-insurance pool pursuant to the above-stated legal authority. Customer's agreement to these terms does not constitute a waiver of any immunity or defense of the Customer or its employees, agents or representatives as may be available at law or in equity.

- C. The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters such as fires, riots, flood, strikes, shortages of fuel, power, raw materials or supplies, government orders, freight embargo, transportation delays, or acts of God, which are reasonably beyond the control of the party obligated to perform.
- D. **Notwithstanding the foregoing, in no event shall Life Force have any liability whatsoever for incidental or consequential damages. Life Force shall not be liable for any overpayments to the responsible parties or Payors based on the documentation, quality, utilization, medical necessity or appropriateness of services provided by Customer or its personnel nor shall Life Force be liable to Customer or any Payor for any errors or omissions relating to any reports provided by Life Force to Customer deemed final pursuant to Section 2(J).**

SECTION 5 - TERM OF AGREEMENT.

- A. The term of this Agreement is for a period of one (1) year beginning on the 1st day of July, 2005. The agreement will renew automatically at the end of each term for additional periods of one (1) year, unless either party gives written notice to the other of termination of this Agreement, no later than thirty (30) days prior to the expiration of the then current term of the Agreement.
- B. This Agreement may be terminated at any time by either party for good cause. Good cause to terminate by Life Force shall exist if Customer fails to make payment to Life Force when due after written notice from Life Force and a five (5) day opportunity to cure, or if Customer fails to abide by any other term of the Agreement after written notice from Life Force and a thirty (30) day opportunity to cure. Good cause to terminate by Customer exists if Life Force fails to abide by any term of this Agreement after written notice from Customer and a thirty (30) day opportunity to cure.
- C. After the termination of this Agreement, Life Force shall continue to provide Ambulance collection services for all accounts received for billing prior to the date of termination for at least six (6) months or until such further time as

the parties shall agree, and Life Force shall be entitled to receive the compensation set forth in Section 3 for such continued services.

- D. Upon termination of Life Force's services, Life Force shall prepare a detailed listing of accounts receivable and the aging of all unpaid accounts. These reports shall be delivered to the Customer promptly upon payment of all then remaining amounts due to Life Force.

SECTION 6 - RECORDS, AUDITS, AND CONFIDENTIALITY.

- A. Customer Records. All original supporting documentation as set forth in Section 2 maintained by Customer shall be the sole and exclusive property of Customer. Life Force and its authorized representatives shall have the right to inspect and copy Customer's records upon request during reasonable business hours for the purpose of verifying the Ambulance Services provided and calculating the compensation payable under Section 3.
- B. Life Force Records. Any copies of original documentation provided by Customer to Life Force and any information, data, files and records received, created, or used by Life Force, and the intermediate material and the media upon which such data are inscribed, are the sole and exclusive property of Life Force ("the Life Force Records"). Life Force agrees to use its best efforts to protect the same from levy by or upon the authority of creditors of Life Force, or committees, representatives or trustees thereof. During the term of this Agreement, Life Force shall make available the Life Force Records upon request during reasonable business hours for inspection and copying by Customer or its authorized representatives. At Customer's sole expense, Customer or its auditors may audit Life Force's handling of Customer's Ambulance Services accounts from time to time to include a review of Life Force's billing efforts, the adequacy of cash controls, the promptness of recording and remitting payments, compliance with this Agreement, and any other reasonable audit procedures and tests.
- C. Confidentiality. Subject to Section 9, Life Force shall maintain the confidentiality of Customer's patient data, patient lists, patient records, fee schedules, financial records and statements, and any other information designated in writing as confidential or proprietary by Customer. Customer shall maintain the confidentiality of Life Force's computer software and resulting or related processes or documentation of the software used by Life Force, methods of operation of its comprehensive billing services, method or amount of compensation to Life Force, and any other information designated in writing as confidential or proprietary by Life Force.

SECTION 7 – NON-SOLICITATION.

Unless the parties otherwise mutually agree in writing, during the term and any renewal term of this Agreement, and for a one-(1) year period commencing with the later of the date the

Agreement terminates or expires without renewal or the date Life Force discontinues providing services under Section 5(C), each party agrees not to solicit for employment or engagement, or employ or engage, directly or indirectly, or through any third party rendering services on behalf of such party, anyone who was employed by the other party during the term and any renewal term of this Agreement. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this Section 7 and agrees that the non-defaulting party will have the right to injunctive relief enjoining the defaulting party from any violation or threatened violation of this Section 7, as such a violation would likely cause the non-breaching party irreparable harm.

SECTION 8 – COMPLIANCE.

Notwithstanding any other provisions of this Agreement, Customer expressly agrees that Life Force has the right to suspend submission of any and all claims if Life Force finds evidence of misconduct on the part of Customer. Life Force will provide reasonable and timely notice to Customer of such suspension and make reasonable and timely efforts to resolve the issue(s) leading to suspension of claim submission with Customer. In the event that an investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.

SECTION 9 – HIPAA RESPONSIBILITIES.

The parties anticipate that Life Force shall receive individually identifiable health information from Customer ("Protected Health Information" or "PHI"), or create or receive PHI on behalf of Customer to perform its duties under this Agreement ("the Life Force Services"). Each party intends to conduct its business and use and disclose PHI in compliance with state law and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §164.501 *et seq.* ("Privacy Standards"), and the HIPAA Security Standards, 45 C.F.R. §164.302 *et seq.* ("Security Standards"), as amended from time to time and at the applicable compliance dates.

- A. Use and Disclosure of Protected Health Information: Life Force will use or disclose the PHI only for those purposes necessary to perform the Life Force Services, as otherwise permitted in this Agreement, or as required by law, and will not further use or disclose the PHI. Life Force shall advise members of its workforce of the obligations under HIPAA and take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of this Agreement. Life Force agrees that if Life Force provides the PHI to a subcontractor or agent to perform the Life Force Services, Life Force will ensure that the subcontractor or agent agrees to these same restrictions and conditions as contained in this Section 9.
- B. Use or Disclosure of Protected Health Information for Life Force's Own Purposes: Life Force may use or disclose the PHI for Life Force's management or administration or to carry out Life Force's legal responsibilities. Life Force may disclose Customer's PHI to a third party for such purposes only if:
 1. The disclosure is required by law; or

2. Life Force secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify Life Force of any breaches in the confidentiality of the PHI.
- C. Safeguards: Life Force will implement reasonable administrative, physical and technical safeguards to prevent the use or disclosure of the PHI for purposes other than those permitted by this Agreement, and those reasonable safeguards will include the protection of the confidentiality, integrity, and availability of electronic PHI that Life Force creates, receives, maintains, or transmits on Customer's behalf ("e-PHI"). Those safeguards shall include agreements with any agents to implement reasonable and appropriate safeguards to protect e-PHI.
 - D. Reports of Improper Use or Disclosure of Protected Health Information: Life Force will report to Customer any use or disclosure of the PHI other than those uses or disclosures permitted by this Agreement. Life Force also will report to Customer any security incident of which Life Force becomes aware that affects e-PHI that Life Force creates, receives, maintains, or transmits on Customer's behalf within a reasonable time of becoming aware of the security incident.
 - E. Access to and Amendment of PHI: On request, Life Force will make available to Customer the PHI in a Designated Record Set that is in its possession, if any, so that Customer may respond to individual requests for access to or amendment of PHI.
 - F. Accounting of Disclosures of Protected Health Information: On request, Life Force will make available to Customer information required for Customer to respond to individual requests for accounting of disclosures of PHI.
 - G. Access to Books and Records: Life Force will make its internal practices, books, and records specifically relating to the use and disclosure of the PHI available to the Secretary of the Department of Health and Human Services (HHS) to the extent required for determining Customer's compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, work-product, accountant-client or other legal privilege will be deemed waived by Life Force or Customer as a result of this provision.
 - H. Amendment: Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other, seek amendment of this Agreement as reasonably

necessary to comply with such law or regulation, and the parties shall negotiate in good faith to so amend this Agreement. If the parties are unable to agree on any such amendment within sixty (60) days thereafter, either of them may terminate this Agreement on written notice to the other.

- I. Breach: Without limiting the rights of the parties pursuant to Section 5 of this Agreement, if Life Force breaches its obligations under this Section 9, Customer may, at its option, either require Life Force to submit to a plan of monitoring and reporting, as Customer may determine necessary to maintain compliance with this Section 9; and such plan shall be a part of this Agreement; or terminate this Agreement pursuant to Section 5(B).

The remedies under this Section 9 and Section 5 shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

- J. Return or Destruction of Protected Health Information upon Termination: It may not be feasible for Life Force to return or destroy the PHI immediately upon termination of this Agreement. Life Force agrees to follow the provisions of this Section 9 for as long as Life Force retains the PHI and will limit any further use or disclosure of the PHI to those purposes allowed under this Agreement, until such time as Life Force either returns or destroys the PHI. The rights and obligations of the parties pursuant to this Section 9(J) shall survive the termination of this Agreement indefinitely.

- K. Terms: Unless otherwise provided, all capitalized terms in this Section 9 will have the same meaning as provided under the HIPAA Privacy Standards and Security Standards at 45 C.F.R. Parts 160 and 162. The terms of this Section 9 shall be construed in light of any applicable interpretation guidance on the Privacy or Security Standards issued by HHS.

SECTION 10 – MEDIATION.

In the event of any disagreement which cannot be amicably settled between Customer and Life Force related to this Agreement, such disagreement shall be submitted to Mediation by a Mediator selected by agreement of the parties.

SECTION 11 – MISCELLANEOUS.

- A. Notice. Any notice, request, consent and other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received, if personally delivered or sent by telecopy, (b) within one day after being sent by a recognized overnight delivery service, or (c) within five days after being sent by registered or

certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below:

If to Life Force: Life Force & Co.
9205 State Route 43, Suite 210
Streetsboro, OH 44241
(330) 626-5850
Attention: Chris Knapp

If to Customer: Village of Richfield
4410 West Streetsboro Road
Richfield, Ohio 44286
Tax Id: 34-6583270
Attention: Eleanor Lukovics

- B. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of each party to the Agreement, but no rights, obligations or liabilities of Customer or Life Force under this Agreement shall be assigned without the thirty (30) days prior written notice to the other party.
- C. Independent Contractor. It is understood and agreed that Life Force is an independent contractor to Customer, and there shall be no joint venture, partnership, agency or employment relationship between the parties.
- D. Partial Invalidity. The parties do not intend for any provision of this Agreement to violate any public policy, statutory or common law rules, regulations, treaties or decisions of any government, or any agency of any government. If any part of this Agreement is void, voidable or unenforceable, the remainder of the Agreement will continue to be valid and enforceable and the offending term must be modified to the minimum extent necessary to make the Agreement valid. The violation will not affect any other provision of this Agreement or the same provisions applied to any other fact or circumstance, and the remainder of this Agreement shall remain binding upon the parties.
- E. Entire Agreement; Modification. This Agreement and the attached Appendices constitutes the entire agreement of the parties on the subject matter of this Agreement and supersedes any previous communications or agreements between the parties. No waiver, modification or amendment of any of the terms of this Agreement shall be effective without a writing signed by both parties.
- F. Construction. Ohio laws govern all matters arising out of this Agreement without reference to any conflict of laws provisions that apply laws from

another jurisdiction. This Agreement is to be construed as if the parties drafted it jointly.

- G. Necessary Acts. The parties may execute this Agreement in any number of counterparts and shall execute any and all documents and perform any acts necessary to carry out the purposes and provisions of this Agreement.
- H. No Third-Party Beneficiaries. Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

The parties are signing this Agreement on the date stated in the introductory clause.

LIFE FORCE MANAGEMENT, INC.
"Life Force"

VILLAGE OF RICHFIELD
"Customer"

By: _____

By: _____

Its: _____

Its: Mayor _____

By: _____

Its: Finance Director _____

APPENDIX A
CUSTOMER FEE SCHEDULE

Customer has established the following fee schedule for emergency medical services transport:

<u>Service</u>	<u>Fee</u>
Basic Life Support (BLS)	<u>\$445.00</u>
Advanced Life Support (ALS)	<u>\$445.00</u>
Advanced Life Support 1 (ALS 1)	<u>\$445.00</u>
Loaded Mileage	<u>\$N/A</u> /mile

MILEAGE TRACKING OPTIONS DOCUMENTATION

Customer will track and communicate mileage to Life Force which shall not exceed the loaded miles from the Pickup point to Destination as follows:

(SELECT ONE)

- N/A Odometer reading (Preferred)
- N/A Map quest
- N/A Customer's Mileage Chart, a copy of which is attached

APPENDIX B

CUSTOMER ELECTIONS

As set forth in the Billing Services Agreement, Customer hereby directs Life Force Management on the following elections by having the official with contracting authority initial the elections selected:

1. AUTHORIZED COMMUNITY LIAISON OR COMMITTEE

Pursuant to Section 2(H), Customer shall appoint a primary liaison to Life Force that at all times will have the authority to direct Life Force on behalf of the Customer ("the Authorized Liaison"). If Customer establishes a Liaison Committee (i.e., comprised of members such as elected officials, community officials, Fire Department officers, and residents), Customer shall designate which Liaison Committee member shall act as the Authorized Liaison to Life Force. The Authorized Liaison must review and monitor all billing disputes and procedures and meet with Life Force on a regular basis concerning billing amounts and collection procedures and at all times have the authority to direct Life Force as follows on behalf of the Customer:

- Refer accounts to a collection agency,
- Adjust the amount of the bill,
- Establish a payment program for the invoice amount,
- Write off the account as "uncollectible" or,
- Totally waive the bill.

Customer appoints the following person as the Authorized Liaison:

Name: Joseph Stopak

Title: Fire Chief

Phone: 330-659-9400

Address: 4410 W. Streetsboro Road
Richfield, Ohio 44286

2. RESPONSIBLE PARTY BILLING TO RESIDENTS

Whereas the HHS Office of the Inspector General (OIG) Advisory Opinions has opined favorably on "insurance only" billing for Medicare patients where a local government that is an ambulance supplier funds EMS services through local tax revenues or fees and categorically waives out of pocket expenses (such as co-payments and deductibles) for bona fide residents, pursuant to Section 1(C)(4), Customer makes the following election on "insurance only" billing:

(PLEASE INITIAL ONE ELECTION)

- Life Force is directed to bill and attempt collections from all patients and responsible parties without regard to residency or place of employment.
- Life Force shall bill "insurance only" for individuals located in Customer's jurisdiction who substantiate their residency status based on reasonable criteria established by Customer ("Residents"). Life Force will bill and attempt collections from Non Residents for applicable co-pays and deductibles unless covered by secondary insurance. **PLEASE ATTACH COPY OF ORDINANCE/LEGISLATION.**

Definition of Resident

Customer will be responsible for determining the Resident and Non Resident status before submitting the trip to Life Force, obtaining documentation to substantiate residency status, and selecting the informational statements received by Residents. In some cases, the information obtained from the receiving hospital may be used by Life Force to determine the patient's residency. Customer will include the following individuals in its definition of Resident status:

(PLEASE INITIAL ALL APPLICABLE)

- Individuals with a permanent legal residence (residence of record) within the jurisdiction of Customer. The residency category of a minor is determined by the residency of their parent or legal guardian.
- Individuals employed by tax-paying Employers within the jurisdiction of Customer.

For mutual aid calls, Customer elects to have Life Force do one of the following:

- treat the patient as a Non-resident.
- follow the billing procedures established by the community in which the person transported resides as instructed by Customer on the trip report.

Billing of Residents

- X Pursuant to Section 1(C)(4), Customer directs Life Force to handle Resident “insurance only” billing and collections as follows:
- a. Generally. Life Force will send Residents a request for insurance letter indicating that Life Force will submit the claim to the Resident’s Payor and that the Resident need NOT directly pay the submitted amount. Life Force will accept the covered reimbursement from the Payor for the fee charged as “Paid in Full” regardless of the Resident’s outstanding co-pay and deductible. If the Resident does not have coverage or the Payor does not pay the invoiced amount, Life Force will submit the information to the Customer for further instruction. If the Resident does not respond to the communication and collection attempts from Life Force, the Resident will be considered non-insured and the account will be adjusted. Life Force is authorized to automatically adjust Resident accounts according to this Resident collection policy and provide Customer with a listing of these accounts each month.
 - b. Resident Receipt of Payments from Payors. If Life Force becomes aware that a Resident received payment directly from a Payor, Life Force will send monthly statements and attempt to collect until Life Force receives the amount from the Resident. After receiving the total amount paid to the Resident, Life Force will waive the remaining balance. If a Resident does not pay the total amount of the insurance payment, Life Force will notify Customer for direction on the next appropriate action to take. Life Force will flag these accounts separately for Customer’s review as necessary.

3. DELINQUENT ACCOUNTS ELECTIONS

Pursuant to Section 2(H), Customer shall notify Life Force, in writing, of any assignments and all contractual discounts, non-chargeable services, write-offs, and other similar discounts which impact patient billing. Delinquent Accounts are accounts that are unpaid after 120 days in “private pay” and Life Force has expended its usual and customary efforts with respect to billing and collecting. Customer may require Life Force to continue billing Delinquent Accounts on a case by case basis for additional reasonable periods of time. Financial Hardship waivers are reductions and waivers of the patient responsibility based on information from the individual on income and/or assets (e.g., the Federal Poverty Income Guidelines to establish poverty levels).

In addition to Customer’s election on Resident Responsible Party billing in Section 4 of this Appendix to the Agreement, Customer also authorizes Life Force to write off Delinquent Accounts as follows:

AUTHORIZED LIAISON REVIEW AND WRITE OFF OPTIONS:

- Life Force shall submit Delinquent Accounts to the Customer for an individualized review and determination of write off as non-collectible. Customer hereby authorizes Life Force to write off Delinquent Accounts as not collectible only with written authority from Authorized Liaison.
- Customer hereby authorizes Life Force to refer Delinquent Accounts to a collection agency designated by Customer only with written authority from Authorized Liaison.

REVIEW AND WRITE OFF BY POLICY

- Customer hereby authorizes Life Force to discontinue billing and collections and write-off accounts as not collectible without a formal review by or written authority from Customer for small balance adjustments and those individuals meeting the Financial Hardship criteria developed by Customer.

LIFE FORCE WRITE OFF OPTIONS:

- Customer hereby authorizes Life Force to write-off Delinquent Accounts as not collectible without a formal review by or written authority from Customer. All supporting documentation regarding the action taken by Life Force staff will be kept on file by the date the action took place for review or auditing purposes.
- Life Force may refer Delinquent Accounts to a collection agency designated by Customer without written authority.

4. BANKING AND DEPOSIT METHOD ELECTIONS

Pursuant to Section 2(B), Customer elects one of the following banking methods:

(PLEASE INITIAL ONE ELECTION):

Customer will utilize a lockbox procedure with a bank of its choice at the sole cost and expense of the Customer for the receipt of written billing inquiries, correspondence and payments.

Life Force will provide a P.O. Box at its sole cost and expense to be used as the mailing address for all Patient and Payor written billing inquiries, correspondence and payments. Life Force will deposit any payments it receives in an account in Customer's name if the Customer's bank so allows. Otherwise, Life Force will forward payments to Customer for deposit.

Customer will receive all payments and correspondence at Customer's address and make all deposits. Customer will notify Life Force of all collections and forward all supporting documentation, including all denials and correspondence, to Life Force within ten (10) days from the date of Customer's receipt.

5. REFUND POLICY

Pursuant to Section 1(F), Life Force shall post payments it receives for the Ambulance Services and report overpayments to the Customer. Customer is responsible for timely refund checks according to Payor guidelines. Unless the patient has an outstanding balance, Life Force will prepare a request to the Customer to refund the credit balance on overpayment. Customer hereby directs Life Force to handle overpayments as follows:

(PLEASE INITIAL ONE ELECTION)

Customer will issue refunds and provide notice of same along with check numbers to Life Force on a monthly basis.

Life Force will invoice the Customer for the refund amount, and Life Force will reimburse the refund amount after receiving payment equal to the refund amount from Customer.

APPENDIX C

COPY OF TRIP SHEET/RUN REPORT

APPENDIX D

LIST OF DATA ELEMENTS FOR EMS BILLING*

Customer's failure to provide Life Force complete, accurate and timely elements for each account could negatively impact billing and collections of Ambulance Services. Life Force shall not be responsible for the failure to invoice, bill, file a claim or collect payment on Ambulance Services due to the inaccuracy of any information or Customer's negligence in failing to timely provide the information to Life Force.

Alarm Date	
Incident Number	Procedures – IV, Cardiac, Pulse Ox, Immob, Glucose Level. (Helps justify level of service).
Scene Address – Zip code of origin required	Medications – How administered IV/IM/SQ
Response Code to Scene	Transported to - Receiving hospital
Patient Name	Lights/Siren from Scene?
Patient Address – City, State, Zip	Patient Narrative – Purpose of stretcher, reason for transport, symptoms of patient.
Patient Phone Number – Necessary for proper contact	Reason patient had to lie flat.
Gender – male/female	Location Type – Residents / Nursing Home, Scene (Other)
Date of Birth – Payors require	On Scene Time – Medicaid requires
Social Security Number – Necessary to locate patient	Loaded Mileage-Accurate
Dispatch For – Determine BLS vs. ALS	Mutual Aid – (Only necessary if Customer is following billing policies of mutual aid community.)
Chief Complaint – Necessary for claim payment	
LOC – (Excellent for medical necessity)	<u>USER and PROGRAM FIELDS</u>
Bleeding – (Excellent for medical necessity)	ALS/BLS/ALS2
Vitals – BP/Pulse/Resp/Temp	Resident Status – Yes - No
SpO2 – diagnosis code for low pulse ox	Signature – Patient's signature authorizing bill to a Payor
Skin Appearance – Diaphoretic, pale, cyanotic	Bill – defaulted "YES" (changed if Customer does not want a bill being sent).
Cardiac – Sinus, Tach, A-fib	

