

First Reading: May 7, 2009
Second Reading: dispensed

RESOLUTION NO. 2009 - 50

**A RESOLUTION APPROVING A CONTRACT WITH MEDICOUNT MANAGEMENT
FOR EMS AND FIRE DEPARTMENT COLLECTIONS, DISPENSING WITH THE
SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees of Sycamore Township wishes to contract with Medicount Management for billing and collection of EMS and Fire Department fees;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby approves a contract with Medicount Management, Inc. for the billing and collection of EMS and Fire Department fees in substantially the same form as the contract attached as Exhibit A. The Township Administrator is authorized and directed to execute the contract on behalf of the Board.

SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

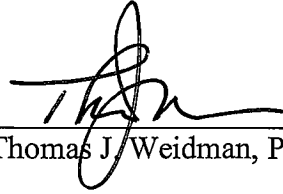
SECTION 3. This resolution shall take effect on the earliest date allowed by law.

SECTION 4. Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to immediately provide for billing and collection services for EMS and Fire Department fees.

VOTE RECORD:

Mr. Bishop Aye Mr. Kent Aye Mr. Weidman Aye

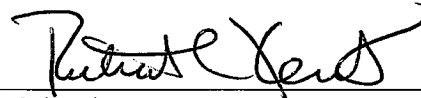
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 7th day of May, 2009.



Thomas J. Weidman, President



Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

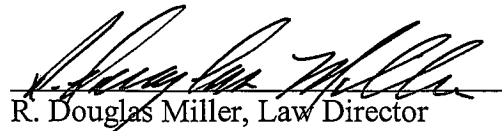
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 7th day of May, 2009.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

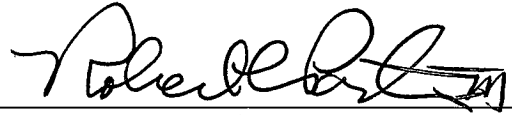
APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROOF OF PUBLICATION

I hereby certify that I have published this Resolution on _____ by posting in the five most public places as established by the Board of Township Trustees such places being the Township Hall, Bob Meyer Park, Bechtold Park, North Sycamore Recreational Facility, and the North Fire Station, Station 93.



Robert C. Porter, III, Fiscal Officer,
Sycamore Township

EMERGENCY MEDICAL SERVICES AGREEMENT

This agreement, entered into the _____ day of _____, 2009 by and between Medicount Management, Inc. (hereinafter referred to as "Company") and Sycamore Township Fire Department (hereinafter 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 Agency'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 according to law, and in accordance with the EMS Agency's 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 seven percent (7%) 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 Agency's billing policy as may be requested from time to time by the EMS Agency.**
- F. Process all payments from insurance carriers and billed parties and provide financial reports listing financial activities on individual patient records.**
- G. The Company participates in the SAS 70 internal audit and will continue to undergo this audit at all times this agreement is in effect. As such, the company will be collecting funds on behalf of the EMS Agency. Therefore, on a monthly basis, within the first ten- (10) days of the month, the Company must pay to the EMS Agency all funds**

received through the end of proceeding month, less the Company's fees and less payments made by Medicare and Medicaid.

- H. 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 Agency's accounts.
 - 1. Upon default, bankruptcy, or termination of agreement by either party, return all EMS Agency's records to the EMS Agency, including all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records pertaining to the EMS Agency.
- I. Will hold a surety bond equal to one hundred thousand dollars (\$100,000.00)
- J. Comply will all HIPAA laws, rules and regulations.

SECTION 2. THE EMS AGENCY SHALL:

- A. Provide the Company all patients billing information, as it is available to the EMS Agency. 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 with Medicare Provider applications within 30 days of signed contract.
- D. Agree to pay the Company seven percent (7%) of the amount collected from insurance companies and billed parties. These fees are to be deducted by the Company prior to the payment set out in Section 1(E).
- 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.
- B. The EMS Agency and the Company shall receive full payment of moneys due to said party if the agreement is terminated by its term or by written notice as proved in section 3 (A).
- C. There is a default under this agreement if the Company is more than ten (10) days late in its accounting, 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, liabilities, injuries, and expenses rising out of 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.
- F. In the unlikely event, the Company ceases doing business, all moneys designated collections of the EMS agency will be dispersed within 10 days of such action or notification.

SECTION 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 party of any officer or employee of the EMS Agency.

SECTION 5.

This agreement shall be in effect for a period of two (2) years beginning _____. With the option of automatic renewal for an additional 2 years.

MEDICOUNT MANAGEMENT, INC.

By: _____

By: _____

Tim Newcomb, Vice President

By: _____