

INTERLOCAL AGREEMENT FOR EMS BILLING

BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

BENTON COUNTY FIRE PROTECTION DISTRICT 2, WASHINGTON

THIS AGREEMENT is made and entered into this 7th day of April, 2010, by and between the City of Richland, Washington, hereafter referred to as the "City," and Benton County Fire Protection District #2 hereinafter referred to as the "District" and collectively referred to as the "Agencies", or individually as "Agency". This Agreement is entered into under the provisions of RCW 39.34, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, the City of Richland maintains an organized and equipped fire department and Benton County Fire District #2 is organized and equipped for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, it is the purpose of the Interlocal Cooperation Act and this Agreement to permit local governmental organizations to make the most efficient use of their resources by enabling them to cooperate with other government agencies on the basis of mutual advantage; thereby providing services and organizing facilities in a manner, pursuant to appropriate forms of governmental organization, which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, the parties hereto desire to enter into an EMS Billing Interlocal Agreement, wherein the City of Richland Fire Department EMS Billing Division will provide EMS Billing services to Benton County Fire District #2; and

WHEREAS, the parties hereto desire to set forth their rights, duties, and responsibilities with respect to said EMS Billing Interlocal Agreement obligations as allowed by State law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the parties hereto agree as follows:

II. Terms and Conditions

Section 1. The District and the City, respectively, shall each provide and maintain-suitable commercial general liability (including errors and omission coverage) and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$5,000,000 each occurrence. The City and District shall each provide the other with a Certificate of Liability Insurance or Evidence of Coverage letter.

LIABILITY:

Each Agency shall be responsible for the wrongful or negligent actions of its employees while performing arising out of the performance of this agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

1. To that end, each Agency promises to hold harmless and release the other Agency from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
2. Nothing herein shall be interpreted to:
 - 2.2 Waive any defense arising out of RCW Title 51.
 - 2.3 Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee(s) was acting beyond the scope of his or her employment.
 - 2.4 Cover or require indemnification or payment of any judgment against any individual, agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages

against any individual, agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal or county district employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Section 2. The District and City hereunder shall maintain suitable workmen's compensation coverage for its own employees without cost to the other parties to this Agreement, and the District and City shall pay their own personnel, without cost to the other party.

Section 3. The fire chiefs of the Agencies shall be the administrator of this agreement.

Section 4. It is further understood and agreed by and between the parties hereto that the roles and responsibilities of the parties are set forth in Appendices A and B, which are incorporated herein.

Section 5. The intent of this Agreement is to increase the overall efficiency of staff time for the City and the District.

Section 6. The City will perform the services described in this agreement for \$25 per ambulance bill. The City shall submit a monthly invoice to the District for bills processed. The District shall pay within thirty (30) days of billing by the City.

Section 7. Effective and successful implementation of this Agreement is dependent on training and familiarization between the parties to this Agreement. To facilitate these needs, the parties will meet at the request of either party to address issues or concerns with work flow, practices, or functionality of processes.

Section 8. This Agreement shall become effective immediately and shall remain in full force and effect for one year from the first date indicated above and shall be automatically renewed from year-to-year by the parties hereto, after an annual review, unless terminated. A party may withdraw from this agreement by providing 90 days written notice of its intent to withdraw to the other party.

Section 9. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

Section 10. In the event of any claims or disputes arising out of this Agreement, the parties hereby agree to submit the same to binding arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of either party, after seven (7) days written notice to the other party. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The substantially prevailing party in any such dispute shall be entitled to recover a reasonable attorney's fee. The foregoing notwithstanding, the parties and their successors in interest agree that mediation should precede arbitration, and, if the arbitrator selected believes that good faith mediation has not occurred, the arbitrator, in the arbitrator's sole discretion, can adjourn the arbitration proceedings until such time as mediation has been completed.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals on the day and year first indicated.

CITY OF RICHLAND

Approved as to Form:

By: Cynthia Johnson
Cynthia Johnson, City Manager

Thomas O. Lampson
Thomas O. Lampson, City Attorney

Date: 6-7-10

BENTON COUNTY FIRE DISTRICT #2

By: Ron Duncan
Ron Duncan, Fire Chief

Date: 6/2/10

Appendix A

Roles and Responsibilities

- a. The District shall provide to the City its billing information in the form agreed upon by the parties and as described in Appendix B.
- b. The District shall establish and maintain the ability for its records management system (Emergency Reporting Systems) to export into the City's billing software (Amazon).
- c. The District shall establish and maintain a contract for services with Armada Corp for the processing of accounts sent to collections. The contract will have the same terms and conditions as the City's contract for services.
- d. The District shall eliminate the ancillary charges from its fee schedule for EMS.
- e. The City shall supply all the necessary supervision, equipment, support, and training necessary for the Ambulance Billing staff to carry out the roles and responsibilities required to provide this service.
- f. The City shall establish and maintain a separate Amazon account for the District.
- g. The City shall provide to the District reports and records pertaining to this service and the activities related to its ambulance transport service on request. Reports may be on an established schedule by type of report or on request with reasonable expectations of time to produce.
- h. The City shall maintain all appropriate HIPAA requirements pertaining to its handling of the District's EMS protected health information (PHI).

Appendix B

Ambulance Transport Billing Services:

Roles and Responsibilities:

The District is responsible to ensure that:

- The ambulance transport billing staff receives notification (by e-mail) when an ambulance transport is ready to be billed. That is:
 - All required information fields have been correctly filled, these are:
 - Patient's name
 - Patient's address and "in-district/out-of-district designation"
 - Patient's SSN
 - Patient's insurance information
 - Care given
 - Mileage
- Any request for a reduction in the ambulance bill is the decision of the District.
- Notification of payments received at the District office in Benton City is made electronically to the ambulance transport billing staff at the Fire Administration Center within 24 hours.
- Ambulance transport billing staff business cards are available for citizens in the District.
- No EMS transport documentation will be sent from the District to the ambulance transport billing staff and all required EMS documentation will be retained by the District.
- The District is responsible for any legal matters arising through the billing process.

The City is responsible to ensure that:

- Medical coding, insurance finding and verification.
- Bills are submitted in accordance with all relevant federal, state, and City rules and regulations.
- Strive to maintain a two-week billing cycle for the District accounts. Notify the District if circumstances require otherwise.

- Receive all submitted payments that are sent to the Fire Administration Center and post to Amazon. Record and forward to the District for banking. Place in secure drawer for pick-up or mail to the District if not picked up for 5 business days.
- Maintain and reconcile the District's accounts weekly.
- Provide the following reports to the District bi-weekly:
 - Activity
- Provide other reports to the District on request. A reasonable time should be allowed for the generation and distribution of such reports on a case by case basis for urgency.
- The City shall handle requests for Incident and Medical Reports from the appropriate parties in accordance with the City policies. The City HIPAA Privacy Officer shall maintain a log of any such releases.
- The ambulance transport billing staff will follow the City procedures and timelines for all phases of the billing process including sending accounts to collection with Armada Corp.