



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Dave Ruller, City Manager
From: William Lilich
Subject: Identity Theft policy
Date: July 27, 2009

Mr. Ruller,

As you are aware, the Federal Trade Commission and several additional regulatory agencies have developed final rules that implement the provisions of the Fair and Accurate Credit Transaction Act of 2003. The intent of these rules is to require financial institutions and creditors to implement policies and procedures to develop and implement an Identity Theft Prevention Program. The City of Kent is considered a "creditor" within the context of these regulations.

The enclosed "Identity Theft Policy" has been adopted by Mr. Silver in order for the City to comply with these requirements. The regulations further require that any policy must be reviewed and adopted by the governing body of the institution or creditor.

This draft policy is presented for review by the City Council as soon as practical, as the final effective date of the rules is August 1, 2009.

We request that this policy be forwarded to the Council for review and implementation.

Thank you,

A handwritten signature in blue ink that reads "William C. Lilich".

William C. Lilich
Safety Director
2009056 382



Federal Trade Commission Protecting America's Consumers

For Your information: October 31, 2007

Agencies Issue Final Rules on Identity Theft Red Flags and Notices of Address Discrepancy

The Federal Trade Commission and the federal financial institution regulatory agencies have sent to the Federal Register for publication final rules on identity theft "red flags" and address discrepancies. The final rules implement sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003.

According to a report of the President's Identity Theft Task Force, identity theft (a fraud attempted or committed using identifying information of another person without authority), results in billions of dollars in losses each year to individuals and businesses.

The final rules require each financial institution and creditor that holds any consumer account, or other account for which there is a reasonably foreseeable risk of identity theft, to develop and implement an Identity Theft Prevention Program (Program) for combating identity theft in connection with new and existing accounts. The Program must include reasonable policies and procedures for detecting, preventing, and mitigating identity theft and enable a financial institution or creditor to:

1. Identify relevant patterns, practices, and specific forms of activity that are "red flags" signaling possible identity theft and incorporate those red flags into the Program;
2. Detect red flags that have been incorporated into the Program;
3. Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
4. Ensure the Program is updated periodically to reflect changes in risks from identity theft.

The agencies also issued guidelines to assist financial institutions and creditors in developing and implementing a Program, including a supplement that provides examples of red flags.

The final rules also require credit and debit card issuers to develop policies and procedures to assess the validity of a request for a change of address that is followed closely by a request for an additional or replacement card. In addition, the final rules require users of consumer reports to develop reasonable policies and procedures to apply when they receive a notice of address discrepancy from a consumer reporting agency.

The attached final rulemaking is issued by the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Federal Trade Commission, the National Credit Union Administration, the Office of the Comptroller of the Currency, and the Office of Thrift Supervision. The final rules are effective on January 1, 2008. Covered financial institutions and creditors must comply with the rules by November 1, 2008.

The final rule will be published soon and can be found on the Commission's Web site as a link to this press release. The Commission vote authorizing the publication of the final rule and Federal Register notice was 5-0. (FTC File No. R611019). The staff contacts are Naomi Lefkovitz or Pavneet Singh, Bureau of Consumer Protection, 202-326-2252; see press release dated July 18, 2006.

Copies of the document mentioned in this release are available from the FTC's Web site at <http://www.ftc.gov> and from the FTC's Consumer Response Center, Room 130, 600 Pennsylvania Avenue, N.W., Washington, DC 20580. Call toll-free: 1-877-FTC-HELP.

MEDIA CONTACTS:

Susan Stawick
Federal Reserve
(202) 452-2955
David Barr

7/22/09
Silver

Identity Theft Policy

SECTION 1: BACKGROUND

The risk to the municipality, its employees and customers from data loss and identity theft is of significant concern to the municipality and can be reduced only through the combined efforts of every employee and contractor.

SECTION 2: DEFINITIONS

For purposes of this policy the following definitions apply:

- A. **Account** means a continuing relationship established by a person with a financial institution or creditor to obtain a product or service for personal, family, household or business purposes. Account includes:
1. An extension of credit, such as the purchase of property or services involving a deferred payment; and
 2. A deposit account
 3. In the case of a branch or agency of a foreign bank, the managing official in charge of the branch or agency; and
 4. In the case of any other creditor that does not have a board of directors, a designated employee at the level of senior management.
- B. **Covered account** means:
1. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; and
 2. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.
- C. **Credit** means the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment thereof.
- D. **Creditor** means any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit. Creditor also includes City of Kent, lenders such as banks, finance companies, automobile dealers, mortgage brokers, utility service providers, telecommunications companies, and ambulance services.

- E. **Customer** means a person that has a covered account with a financial institution or creditor.
- F. **Financial Institution** means a State or National bank, a State or Federal savings and loan association, a mutual savings bank, a State or Federal credit union, or any other person that, directly or indirectly, holds a transaction account (as defined in Section 461(b) of Title 12) belonging to a consumer.
- G. **Identity theft** means a fraud committed or attempted using the identifying information of another person without authority.
- H. **Red flag** means a pattern, practice, or specific activity that indicates the possible existence of identity theft.
- I. **Service provider** means a person that provides a service directly to the financial institution or creditor.
- J. **Periodic identification of covered accounts.** Each financial institution or creditor must periodically determine whether it offers or maintains covered accounts. As a part of this determination, a financial institution or creditor must conduct a risk assessment to determine whether it offers or maintains covered accounts described in paragraph (B)(2) of this section, taking into consideration:
 - 1. The methods it provides to open its accounts;
 - 2. The methods it provides to access its accounts; and
 - 3. Its previous experiences with identity theft.

SECTION 3: PURPOSE

The municipality adopts this sensitive information policy to help protect employees, customers, contractors and the municipality from damages related to the loss or misuse of sensitive information.

This policy will:

- (a) Define sensitive information;
- (b) Describe the physical security of data when it is printed on paper;
- (c) Describe the electronic security of data when stored and distributed; and
- (d) Place the municipality in compliance with state and federal law regarding identity theft protection.

This policy enables the municipality to protect existing customers, reducing risk from identity fraud, and minimize potential damage to the municipality from fraudulent new accounts. The program will help the municipality:

- (a) Identify risks that signify potentially fraudulent activity within new or existing covered accounts;

- (b) Detect risks when they occur in covered accounts;
- (c) Respond to risks to determine if fraudulent activity has occurred and act if fraud has been attempted or committed; and
- (d) Update the program periodically, including reviewing the accounts that are covered and the identified risks that are part of the program.

SECTION 4: SCOPE

This policy and protection program applies to employees, contractors, consultants, temporary workers, and other workers at the municipality, including all personnel affiliated with third parties.

SECTION 5: POLICY

A. Sensitive Information Policy

1. Definition of Sensitive Information.
Sensitive information includes the following items whether stored in electronic or printed format:
 - (a) Credit card information, including any of the following:
 - i. Credit card number (in part or whole)
 - ii. Credit card expiration date
 - iii. Cardholder name
 - iv. Cardholder address
 - (b) Tax identification number, including:
 - i. Social security number
 - ii. Business identification number
 - iii. Employer identification numbers
 - (c) Payroll information, including, among other information:
 - i. Paychecks
 - ii. Paystubs
 - (d) Cafeteria plan check requests and associated paperwork.
 - (e) Medical information for any employee or customer, including, but not limited to:
 - i. Doctor names and claims
 - ii. Insurance claims
 - iii. Prescriptions
 - iv. Any related personal medical information
 - (f) Other personal information belonging to any customer, employee or contractor, examples of which include:
 - i. Date of birth
 - ii. Address
 - iii. Phone numbers
 - iv. Maiden name
 - v. Names

- vi. Customer number (including bank account numbers – checking, savings and others)
- (g) Municipal personnel are encouraged to use common sense judgment in securing confidential information to the proper extent. Furthermore, this section should be read in conjunction with the Ohio Public Records Act and the municipality's open records policy. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact their supervisor. In the event that the municipality cannot resolve a conflict between this policy and the Ohio Public Records Act, the municipality will contact the Ohio Attorney General's Office.

2. Hard Copy Distribution.

Each employee and contractor performing work for the municipality will comply with the following policies:

- (a) File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with sensitive information will be locked when not in use or other secure means.
- (b) Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised.
- (c) Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing sensitive information when not in use.
- (d) Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed, or shredded when not in use.
- (e) When documents containing sensitive information are discarded they will be placed inside a locked shred bin or immediately shredded using a mechanical cross cut or other effective shredding device. Locked shred bins are labeled "*Confidential paper shredding and recycling*". Municipal records, however, may only be destroyed in accordance with the City's records retention policy.

3. Electronic Distribution.

Each employee and contractor performing work for the municipality will comply with the following policies:

- (a) Internally, sensitive information may be transmitted using approved municipal email. All sensitive information must be encrypted when stored in an electronic format.
- (b) Any sensitive information sent externally must be encrypted and password protected and only to approved recipients. Additionally, a statement such as this should be included in the email:

"This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited."

SECTION 6: ADDITIONAL IDENTITY THEFT PREVENTION PROGRAM

If the municipality maintains certain covered accounts pursuant to federal legislation, the municipality may include the additional program details.

- A. Covered accounts.
1. A covered account includes any account that involves or is designed to permit multiple payments or transactions. Every new and existing customer account that meets the following criteria is covered by this program:
 - (a) Business, personal and household accounts for which there is a reasonably foreseeable risk of identity theft; or
 - (b) Business, personal and household accounts for which there is a reasonably foreseeable risk to the safety or soundness of the municipality from identity theft, including financial, operational, compliance, reputation, or litigation risks.
- B. Red flags.
1. The following "red flags" are potential indicators of fraud. Any time a red flag, or a situation closely resembling a red flag, is apparent, it should be investigated for verification.
 - (a) Alerts, notifications or warnings from a consumer reporting agency;
 - (b) A fraud or active duty alert included with a consumer agency;
 - (c) A notice of credit freeze from a consumer reporting agency in response to a request for a consumer report; or
 - (d) A notice of address discrepancy from a consumer reporting agency as defined in Section 334.82(b) of the Fairness and Accuracy in Credit Transactions Act.
 2. "Red flags" also include consumer reports that indicate a pattern of activity inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
 - (a) A recent and significant increase in the volume of inquiries;
 - (b) An unusual member of recently established credit relationships;
 - (c) A material change in the use of credit, especially with respect to recently established credit relationships; or
 - (d) An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

C. Suspicious documents.

1. Documents provided for identification that appear to have been altered or forged.
2. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
3. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
4. Other information on the identification is not consistent with readily accessible information that is on file with the municipality, such as a signature card or a recent check.
5. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

D. Suspicious personal identifying information.

1. Personal identifying information provided is inconsistent when compared against external information sources used by the municipality. For example:
 - (a) The address does not match any address in the consumer report;
 - (b) The Social Security number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File; or
 - (c) Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.
2. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third party sources used by the municipality. For example, the address on an application is the same as the address provided on a fraudulent application.
3. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third party sources used by the municipality. For example:
 - (a) The address on an application is fictitious, a mail drop, or a prison; or
 - (b) The phone number is invalid or is associated with a pager or answering service.
4. The SSN provided is the same as that submitted by other persons opening an account or other customers.

5. The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other customers or other persons opening accounts.
6. The customer or the person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
7. Personal identifying information provided is not consistent with personal identifying information that is on file with the municipality.
8. When using security questions (mother's maiden name, pet's name, etc.), the person opening the covered account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.
9. A customer or person attempts to re-open the covered account, without providing all required personal identifying information.

E. Unusual use of, or suspicious activity related to, the covered account.

1. Shortly following the notice of a change of address for a covered account, the municipality receives a request for new, additional, or replacement goods or services, or for the addition of authorized users on the account.
2. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example, the customer fails to make the first payment or makes an initial payment but no subsequent payments.
3. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:
 - (a) Nonpayment when there is no history of late or missed payments.
 - (b) A material change in purchasing or usage patterns.
4. A covered account that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
5. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
6. The municipality is notified that the customer is not receiving paper account statements.
7. The municipality is notified of unauthorized charges or transaction in connection with a customer's covered account.

8. The municipality receives notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the municipality.
9. The municipality is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

SECTION 7: RESPONDING TO RED FLAGS

- A. Once potentially fraudulent activity is detected, an employee must act quickly as a rapid appropriate response can protect customers and the municipality from damages and loss.
 1. Once potentially fraudulent activity is detected, gather all related documentation and write a description of the situation. Present this information to the designated authority for determination.
 2. The designated authority will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic.
- B. If a transaction is determined to be fraudulent, appropriate actions must be taken immediately. Action may include:
 1. Canceling the transaction.
 2. Notifying and cooperating with appropriate law enforcement.
 3. Determining the extent of liability of the municipality.
 4. Notifying the actual customer that fraud has been attempted.

SECTION 8: PERIODIC UPDATES TO PLAN

- A. At periodic intervals established in the program, or as required, the program will be reevaluated to determine whether all aspects of the program are up to date and applicable in the current business environment.
- B. Periodic reviews will include an assessment of which accounts are covered by the program.
- C. As part of the review, red flags may be revised, replaced or eliminated. Defining new red flags may also be appropriate.
- D. Actions to take in the event that fraudulent activity is discovered may also require revision to reduce damage to the municipality and its customers.

SECTION 9: PROGRAM ADMINISTRATION

- A. Involvement of management.

1. The Identity Theft Prevention Program shall not be operated as an extension to existing fraud prevention programs, and its importance warrants the highest level of attention.
2. The Identity Theft Prevention Program is the responsibility of the governing body. Approval of the initial plan must be appropriately documented and maintained.
3. Operational responsibility of the program is to be delegated by the City Manager.

B. Staff training.

1. Staff training shall be conducted for all employees, officials and contractors for whom it is reasonably foreseeable that they may come into contract with accounts or personally identifiable information that may constitute a risk to the municipality or its customers.
2. Said designee is responsible for ensuring identity theft training for all requisite employees and contractors.
3. Employees should receive annual training in all elements of this policy.
4. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the program are made.

C. Oversight of service provider arrangements.

1. It is the responsibility of the municipality to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
2. A service provider that maintains its own identity theft prevention program, consistent with the guidance of the red flag rules and validated by appropriate due diligence, may be considered to be meeting these requirements.
3. Any specific requirements should be specifically addressed in the appropriate contract arrangements.



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Dave Ruller, City Manager
From: William Lillich
Subject: Ambulance service fees and contract for collections services.
Date: July 27, 2009

Mr. Ruller,

We have been working for several months to revise the collections services contract with our ambulance billing agent, Life Force Management, Inc. The contract has required changes in order to bring it up to date with current legal requirements, as well as improving the process by which fees can be adjusted and delinquent accounts can be forwarded to a collections agent.

This review has resulted in a new draft contract, of which a sample is attached. Several changes have been incorporated as proposed by our billing agent, as well as the changes necessary to make the processing more efficient for the Department of Budget and Finance.

Additionally, our agent has suggested a change in two of our fees for emergency medical services provided by our fire department. These include an increase in the ALS 2 rate (from \$600 to \$700), and an increase in the mileage rate for the loaded miles of transport (from \$7 to \$10 per loaded mile).

After reviewing these proposals, we are not inclined to suggest the \$100 increase in the rate for ALS 2 service due to the current economy. We do recommend the mileage rate increase, due to the increase costs of operation of the emergency medical vehicles.

We have also proposed added language to the ambulance service fee ordinance that more clearly defines the indigency provisions of that document. Additional clarification is included in the ordinance that pertains to billing by mutual aid service providers, as well as waiving fees that are ultimately city costs under Worker's Compensation obligations.

We would like to present these documents to the City Council as soon as possible. Please contact Mr. Silver or myself if there are further questions.

Respectfully,

A handwritten signature in blue ink that reads "William C. Lillich".

William C. Lillich
Safety Director
2009055 243

137.15. EMERGENCY AMBULANCE SERVICE FEES.

(a) Definitions:

(1) **Basic Life Support (BLS)** - Emergency -When medically necessary, the provision of Basic Life Support services, as defined in the National EMS Education and Practice Blueprint for the EMT Basic, including the establishment of a peripheral intravenous line. An emergency response is one that, at the time the ambulance supplier is called, is provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in placing the beneficiary's health in serious jeopardy; in impairment to bodily functions; or in serious dysfunction to any bodily organ or part.

(2) **Advanced Life Support, Level I (ALS1)** - Emergency - When medically necessary, an assessment by an advanced life support provider and/or the provision of one or more ALS interventions, in the context of an emergency response. An advanced life support provider is defined as a provider trained to the level of the EMT-Intermediate or Paramedic as defined in the National EMS Education and Practice Blueprint. An ALS intervention is defined as a procedure beyond the scope of an EMT-Basic.

(3) **Advanced Life Support, Level 2 (ALS2)** - When medically necessary, the administration of three or more different medications and the provision of at least one of the following ALS procedures:

- Manual defibrillation/cardioversion
- Endotracheal intubation
- Central venous line
- Cardiac pacing
- Chest decompression
- Surgical airway
- Intraosseous line

(4) **Non-transport on-scene treatment** - When, in response to a request for service, medical treatment is rendered to a patient. Treatment can include the provision of BLS services, and the administration of medication, but transportation to a medical facility is declined by the patient. This does not include responses to uninvolved third party calls for service ("good intent calls") not originated by the patient or a family member of the patient, when no medical treatment is rendered. Further, this does not include occasional requests for mobility assistance services.

(5) **Indigency**- as defined by the [Department of Health and Human Services poverty guidelines in place at the time of the service.](#)
~~Federal Poverty Income Guidelines established the U. S. Bureau of the Census.~~

(6) **Loaded mile**- shall mean the number of miles the patient is transported in the ambulance unit.

(7) **Resident**: shall mean a person residing within the City of Kent, with an Ohio Driver's License or state identification card showing a Kent address, and/or voter registration with a Kent address, or such other proof of residency as is acceptable to the Fire Chief or his designee.

(Ord. 2004-130. Passed 10-6-04)

(b) Fees for emergency ambulance service shall be made as follows:

Fee

- (1) Basic Life Support-Emergency \$450.00
- (2) Advanced Life Support- (ALS 1)Emergency \$550.00
- (3) Advanced Life Support- (ALS 2)Emergency \$600.00
- (4) Cost per loaded mile for emergency transportation to an emergency medical facility
~~\$7.00~~ \$10.00.

(5) On scene treatment without transportation when the service is requested by the patient or immediate family of the patient, and is not requested by a "good intent" call \$125.00.

(6) The City of Kent recognizes that residents of the City provide some payment for the City's emergency medical services through the collection of municipal taxes. Therefore, the City will charge resident Medicare/Medicaid patients only to the extent of their Medicare and/or other health care coverage (this provision waives deductibles or co-pays after all third party payers have made payment towards a residents account). ~~In instances in which the resident patient is unable to pay, indigency provisions will be in place.~~

(7) In instances in which a resident patient is unable to pay, the fee will be waived after any insurance benefits are credited, and the appropriate poverty guidelines are met.

(c) Each individual receiving emergency ambulance service shall be billed for the service separately. The Department of Finance shall handle all billing, except when otherwise provided by separate contract and ordinance.

(d) There shall be no charge for a family member who is permitted to accompany a patient. The Fire Chief or his or her designee shall determine who may or may not accompany the person receiving emergency ambulance service.

(e) The emergency ambulance service shall respond only to an emergency call.

(f) All funds collected for ambulance service shall be deposited to the credit of the General Fund.

(g) In cases of services rendered by a mutual aid agency, the billing will be regulated by Medicare and Medicaid billing guidelines and will be administered by the transporting agency.

(h) There will be no billing for services for any response that results in the treatment or transport of on-duty City of Kent employees.

(Ord. 2004-130. Passed ~~10-6-04~~)

cc: Mr. Hillman 12/1/08



management inc.
ambulance billing specialists

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CITY OF KENT
BUDGET AND FINANCE

December 1, 2008

Ms. Barb Rissland, Finance Director
City of Kent
325 S. Depeyster
Kent, OH 44240

Dear Ms. Rissland:

In an effort to keep our clients informed of the changes that occur related to fees for ambulance transportation services, Life Force Management continually monitors the fee schedules deemed by payors. We now feel it is time for us to recommend that you consider making adjustments to your ambulance transportation fees.

Many of you set your rates based on what Medicare prevailing rates for your region. Medicare prevailing rates were established in Ohio by taking all charges, from all types of ambulance service providers, and averaging them for the region. This system did not take into account the costs of providing a 911 Service Transportation System.

The National Fee Schedule that is currently in place takes a more reasonable approach towards establishing these fees. It is established a value for providing the service to include extra costs associated with 911 services. **Although you receive a minimal inflation each year from Medicare, we feel if you increase your fees you will gain income from Private Insurance Carriers, Auto Insurance Carriers and Individuals Out of Pocket Expenses.**

Your current charges are:

ALS2 \$600.00
ALS \$550.00
BLS \$450.00
Mileage \$ 7.00

We suggest the increase to:

ALS2 \$700.00
ALS no increase
BLS no increase
Mileage \$ 10.00

You need to notify me in writing of your new fees and the effective date. If you have any questions and would like to discuss this information, please give me a call.

Sincerely,

Chris Knapp, CEO
800-770-4767, Ext. 101

BILLING SERVICES AGREEMENT

This Billing Services Agreement (the "Agreement") is made effective this ____ day of _____, 200__, by and between LIFE FORCE MANAGEMENT, INC., an Ohio corporation ("Life Force"), with its principal office located at 9330 Market Square, Streetsboro, Ohio 44241, and City of Kent ("Customer"), with its principal office located at 320 South Depeyster St Kent, Ohio 44241

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 :Electronic Submission and U.S. Parcel Mail

2. 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.
 3. *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.
 4. *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.
 5. *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 or other steps as further outlined in Appendix B.

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;

5. A monthly report showing those accounts that have been referred to the Customer's designated collections agent, and
 6. 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 **& eight percent (8%)** 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 ____ (____) ____ beginning on the ____ day of _____, 200_. The agreement will renew automatically at the end of each term for additional periods of ____ (____) _____, 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.
- D. Life Force shall be provided, and shall be knowledgeable in and perform in compliance with, the Identity Theft and "Red Flag" policy adopted by the Customer.

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.
 9330 Market Square
 Streetsboro, OH 44241
 (330) 626-5450
 Attention: Chris Knapp

If to Customer: City of Kent
 320 South Depeyster
 Kent, Ohio 44240

- 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"

"Customer"

By: _____

By: _____

Its: _____

Its: _____

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)	\$450.00
Advanced Life Support (ALS)	\$550.00
Advanced Life Support 1 (ALS 1)	\$600.00
Loaded Mileage	\$ <u>107.00</u>
Non Transports	\$125.00

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)

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

CUSTOMER NAME: _____
DATE: _____

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. The Authorized Liaison and at all times shall 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,
If the adjustment will generate a greater return than collections might produce;
If the rate adjustment is mandated by an applicable currency exchange;
If the payor is no longer a resident of Ohio;
In other circumstances meriting a waiver of up to 25% of the cost of collections
- Establish a payment program for the invoice amount,
- Write off the account as "uncollectible" if the amount of the remaining balance is \$25.00 or less;or,
- Totally waive the bill.

Customer will designate an Authorized Liaison in writing to Life Force Management, Inc.

2. 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.

CUSTOMER NAME: _____
DATE: _____

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 five (5) days from the date of Customer's receipt.

3. 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.

4. 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:

CUSTOMER NAME: _____
DATE: _____

(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.
(MOVE TO QUESTION 5)

Life Force shall bill “insurance only” for Senior Residents 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. **Resident: shall mean a person residing within the City of Kent, with an Ohio Driver’s License or state identification card showing a Kent address, and/or voter registration with a Kent address, or such other proof of residency as is acceptable to the Fire Chief or his designee.**

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.

If the resident refused to sign the signature form to permit billing the insurance the resident will become responsible for the bill and be expected to pay the balance due as directed through the collection procedures established by the community for billing Non Residents.

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.

CUSTOMER NAME: _____
DATE: _____

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 Senior Resident accounts according to this 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.

5. 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:

CUSTOMER NAME: _____
DATE: _____

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 will refer Delinquent Accounts to a collection agency only with written authority.

- 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, bankruptcy, assignments and contract adjustments with insurance payors.

- 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.

CUSTOMER NAME: _____
DATE: _____

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. Reason patient had to lie flat.
Patient Phone Number – Necessary for proper contact	
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	<u>USER and PROGRAM FIELDS</u>
LOC – (Excellent for medical necessity)	ALS/BLS/ALS2
Bleeding – (Excellent for medical necessity)	Resident Status – Yes - No
Vitals – BP/Pulse/Resp/Temp	Signature – Patient's signature authorizing bill to a Payor
SpO2 – diagnosis code for low pulse ox	
Skin Appearance – Diaphoretic, pale, cyanotic	Bill – defaulted "YES" (changed if Customer does not want a bill being sent).
Cardiac – Sinus, Tach, A-fib	