

Issue Analysis Form



Date: June 12, 2018
Item: Ambulance Service Agreement
Lead Department(s): Fire and EMS, County Attorney
Contact Person(s): James B. Owens

Description and Current Status

John Randolph Medical Center (HCA) currently contracts with a third party ambulance service to transport critical and non-life threatening patients from the Tri-Cities Emergency Room to various destinations depending on the level of care needed. In the event that the third party contract agency is not available, the Tri-Cities Emergency Room may contact Prince George County for and ambulance to complete the transport. This agreement establishes the guidelines needed to complete the transaction(s) if needed when a Prince George Fire and EMS unit is available in the County.

Government Path

Does this require IDA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require BZA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Planning Commission action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Board of Supervisors action?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does this require a public hearing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If so, before what date?

Fiscal Impact Statement

The revenue generated on the transport will pay for the services provided. There is a potential for a net increase in revenue from EMS cost recovery when conducting these transports periodically.

County Impact

Potentially contributed to the annual percentage increase in EMS calls for service.

Notes

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12th day of June, 2018:

Present:

Vote:

Alan R. Carmichael, Chairman
Donald R. Hunter, Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

A-3

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AMBULANCE SERVICE AGREEMENT BETWEEN PRINCE GEORGE COUNTY AND JOHN RANDOLPH MEDICAL CENTER D/B/A/ TRICITIES EMERGENCY CENTER (“TRICITIES”)

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of the County of Prince George this 12th day of June, 2018 does hereby authorize the Director of Fire and EMS to execute Ambulance Service Agreement between Prince George County and John Randolph Medical Center d/b/a/ TriCities Emergency Center.

A Copy Teste:

Percy C. Ashcraft
County Administrator

**JOHN RANDOLPH MEDICAL CENTER
AMBULANCE SERVICE AGREEMENT**

THIS JOHN RANDOLPH MEDICAL CENTER AMBULANCE SERVICE AGREEMENT ("Agreement"), effective **June 4, 2018** ("Effective Date"), is made by and between Prince George County (the "County") and John Randolph Medical Center d/b/a TriCities Emergency Center ("TriCities").

WITNESSETH:

WHEREAS, the County provides medical-related ground patient transportation services as further described herein throughout the County of Prince George, Virginia; and

WHEREAS, TriCities desires to contract with the County for the provision of medical-related ground patient transportation services from TriCities to John Randolph Medical Center in Hopewell, Virginia (the "Hospital"), in accordance with the terms and conditions set forth herein, and the County desires to provide such services to TriCities.

NOW, THEREFORE, for and in consideration of the promises, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** The following definitions shall apply to this Agreement:
 - A. "Advanced Life Support" or "ALS" means the provision of care by EMS personnel who are certified as Emergency Medical Technicians (EMT) - Enhanced, Advanced, Intermediate, or Paramedic or equivalent as approved by the Virginia Board of Health.
 - B. "Advanced Life Support, Level 1" or "ALS1" means transportation by ground ambulance vehicle, the provision of medically necessary supplies, and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention. An ALS assessment is an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS intervention is a procedure that, in accordance with Virginia laws, is required to be furnished by ALS personnel.

C. "Advanced Life Support, Level 2" or "ALS2" means transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids), or (2) the provision of at least one of the following ALS2 procedures:

- i. Manual defibrillation/cardioversion;
- ii. Endotracheal intubation;
- iii. Central venous line;
- iv. Cardiac pacing;
- v. Chest decompression;
- vi. Surgical airway; or
- vii. Intraosseous lines.

D. "Basic Life Support (BLS) Transport" means transportation by ground ambulance vehicle, the provision of medically necessary supplies and services, and the provision of BLS ambulance services, which is the provision of care by EMS personnel who are certified as First Responder, Emergency Medical Responder (EMR), or Emergency Medical Technician or equivalent as approved by the Virginia Board of Health.

2. Scope of Services. The County shall provide medical-related ground patient transportation services, including BLS, ALS1, and ALS2 transports, to, from and between TriCities and the Hospital (the "Services"). In every instance, the County will cooperate with TriCities to ensure utilization of the appropriate level of transportation based on the patient's status as well as medical necessity and payor requirements. The County will notify TriCities when requests for the Services cannot be honored consistent with the following response times, in order to permit TriCities to obtain the Services from another provider:

Basic Life Support – Non-Emergency:	30 Minute Response
Advanced Life Support 1 – Non-Emergency:	30 Minute Response
Advanced Life Support 2:	15 Minute Response

3. Term of Agreement. The term of this Agreement shall begin on the Effective Date, and shall continue in effect until June 30, 2020, unless sooner terminated as provided herein, and may be renewed by the parties upon mutual agreement in writing.

4. Quality and Performance Standards. The County shall ensure that the Services

hereunder are performed at a high level of quality and comply with the (i) prevailing standards of care in Virginia, and (ii) applicable protocols and clinical standards. The County also shall meet the performance/reporting goals identified in Exhibit A hereto. In order to allow TriCities to assess the County's compliance with the quality and performance standards set forth herein, the County shall provide TriCities with monthly Performance Reports regarding the Services in the form set forth in Exhibit A.

5. Billings By and Payments to the County for Services.
 - A. TriCities Payment Responsibility. There are two circumstances under which TriCities will assume financial responsibility for billings by and payments to the County for Services: (1) transports for which TriCities voluntarily pre-determines acceptance of financial responsibility as set forth in Exhibit B hereto, and (2) transports for which the County has used Best Efforts (as defined in Exhibit C hereto) to bill and collect for Services without receiving payment as set forth in Exhibit C. Except as set forth below, billings by and payments to the County for Services shall be in accordance with the rates and requirements set forth in Exhibit D hereto. Claims that meet the requirements in Exhibits B and C will be paid by TriCities within forty-five (45) days of receipt of an invoice, in accordance with the rates set forth in Exhibit D.
 - B. Interest Expenses of Collection. Invoices that meet the requirements in Exhibits B, C and D will, if unpaid after forty-five (45) days, accrue a late fee of 1.5% per month, or 18% Annual Percentage Rate.
6. Non-Solicitation/No-Hire. During the term of this Agreement and for a period of twelve (12) months after termination of this Agreement for any reason, TriCities shall not directly or indirectly solicit, induce, or take any other action to encourage any employee of the County to terminate his/her employment with the County and accept employment with TriCities to perform duties that are similar to the duties the employee performed for the County; provided, however, that the foregoing shall not prohibit TriCities from engaging in general solicitations of employment by means of general advertisements. TriCities acknowledges that if TriCities were to breach any of the provisions of this Section, such breach would result in immediate and irreparable injury to the County that may not be adequately or reasonably compensated at law. Therefore, TriCities agrees that the County shall be entitled, if any such breach shall occur, if it so elects, to a decree of specific performance and to a temporary, preliminary, and permanent injunction, without being required to post a bond, enjoining and restraining such breach by TriCities, either directly or indirectly, and that such right to injunction shall be cumulative to whatever other remedies, including recovery of damages, the County may possess. This Section shall survive the termination of this Agreement for any reason.
7. Representations and Warranties of the County. The County represents and warrants to TriCities as follows:
 - A. This Agreement has been duly authorized, executed and delivered by the County, represents the legal, valid and binding agreement of the County, and

is enforceable against the County in accordance with its terms.

- B. The execution, delivery and performance of this Agreement by the County do not: (i) require the consent, waiver, approval, license or authorization of any person or public authority that has not heretofore been obtained; or (ii) violate any provision of law or regulation applicable to the County.
- C. As of the date of this Agreement and during the term hereof, the County and all operating personnel employed by or under contract with the County: (i) shall have and maintain in good standing all licenses and certifications required by applicable laws and regulations, including but not limited to EMS regulations, to provide the Services pursuant to this Agreement; and (ii) shall not be sanctioned or excluded by any government health program, including but not limited to the Medicare or Medicaid program.
- D. As of the date of this Agreement and during the term hereof, the County shall maintain the following insurance policies and coverage:
 - i. Motor vehicle insurance for all ambulances and other vehicles owned or operated by the County with minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence (claim), or such higher amount required by applicable law or as agreed by the parties;
 - ii. General and professional liability insurance with minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence (claim) and Three Million Dollars (\$3,000,000) annual aggregate. If the County maintains a claims made policy, the County also shall provide, at its own expense, "tail" insurance coverage upon termination of its policy extending to all periods during which Services were rendered to TriCities pursuant to this Agreement. The obligations of the County to maintain tail coverage under this Section shall survive termination or expiration of this Agreement; and
 - iii. Workers compensation insurance consistent with applicable statutory requirements.

8. Obligations of TriCities.

- A. Information Concerning Status of Patient. At the time of scheduling a nonemergency transport, TriCities shall provide the County with all necessary information about the patient to enable the County to properly bill the appropriate payor. Such information shall include the patient's insurance status and, if the patient is a Medicare beneficiary:
 - i. Whether or not the patient is in a "Medicare Part A" stay at the time Services are provided;
 - ii. Whether the Services relate to the patient's plan of care, if applicable;

and

- iii. Whether the patient is an inpatient or outpatient at the point of origin and destination at the time of the transport.

B. Provision of Other Information to the County.

- i. In the event of a dispute regarding the classification of any particular trip as a Medicare Part A or a Medicare Part B trip, TriCities agrees to provide the County, within ten (10) days following the County's request, any information within its possession or control, including but not limited to the patient's plan of care, to facilitate proper billing for the trip. TriCities shall use its best efforts to obtain information not in its possession or control which may be material to the County's ability to properly bill for the Services.
- ii. TriCities shall, within thirty (30) days of receiving any requests from the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services (CMS) or its authorized contractor, make available any and all such records requested by CMS or its contractor for the purpose of determining whether any Services furnished hereunder qualify for payment under Medicare Part B. TriCities shall be responsible to pay the County for any trips denied or recouped by CMS or its contractor as a result of TriCities' failure to supply such information as requested by CMS and/or based on TriCities' documentation.

- C. Vehicle Parking Access. TriCities shall provide vehicle parking at TriCities and the Hospital, as needed, without rent, charge, or fee to the County. The location and accommodations of such crew accommodations and vehicle parking will be as agreed between the County, TriCities and the Hospital. TriCities shall provide the County with all cards, codes, keys, and other means of access to TriCities and the Hospital necessary for the County to fulfill its obligations under this Agreement.

9. Termination.

- A. This Agreement may be terminated upon the mutual consent of the parties at any time.
- B. TriCities will have the right to cancel this Agreement without cause and without liability, except for amounts payable on account, upon sixty (60) days' prior written notice to the County.
- C. The County may terminate this Agreement upon sixty (60) days' prior written notice to the party.
- D. This Agreement may be terminated by either party, upon written notice "for

cause," which shall be defined as an uncured material breach of this Agreement. In the event of a material breach of this Agreement, the non-breaching party shall give written notice to the breaching party identifying the alleged breach of the Agreement, and the breaching party shall have thirty (30) days from the date of notice to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure such breach within the thirty (30) day period set forth herein, this Agreement may be terminated by the non-breaching party by giving written notice to the breaching party. If the alleged breach is of a nature which cannot reasonably be cured within such thirty (30) day period, the non-breaching party will establish a reasonable timeframe which fairly considers the nature of the breach, within which the breaching party shall effect the cure. If the breach is not cured within such extended period, this Agreement may be terminated by the non-breaching party by giving written notice to the breaching party, unless the breach could be assumed to violate Section 4, Quality and Performance Standards, where such breach should be cured immediately.

- E. Without limiting the generality of Section 9(D) of this Agreement, the parties acknowledge and agree that a material breach of this Agreement shall include:
- i. application for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of such party or of all or a substantial part of its property;
 - ii. making a general assignment for the benefit of its creditors;
 - iii. commencing a voluntary case under the federal bankruptcy code (as now or hereafter in effect);
 - iv. filing a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; or
 - v. the County failing to provide Services in compliance with Section 4, Quality and Performance Standards.
- F. Immediate Termination. This Agreement will terminate immediately, upon written notice by either party, upon the following:
- i. Either party's loss or suspension of any license or certificate required by applicable law and regulation to provide the Services hereunder;
 - ii. Either party's unauthorized assignment or other unauthorized delegation of any of each party's rights or obligations under this agreement;
 - iii. Either party's failure to maintain professional liability insurance as required by this Agreement;

- iv. Either party being sanctioned or excluded by a federal or state governmental health program, including the Medicare and Medicaid programs; or
 - v. Either party failing to immediately prohibit any of its officers or employees, who is sanctioned or excluded by a federal or state governmental health program, including the Medicare and Medicaid programs, from providing Services under this Agreement.
10. **Confidentiality of Agreement.** The County agrees to keep the terms and conditions of this Agreement confidential to the extent permitted by Virginia law.
11. **Compliance with Certain Medicare Requirements.** Upon written request of the Secretary of the U.S. Department of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, either party hereto shall make available to the Secretary or Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the cost of providing Services hereunder. Such inspection shall be available up to four years after the rendering of such Services. If the County carries out any of the duties of this Agreement with a value of \$10,000 or more over a twelve (12) month period through a subcontract with a related individual organization, the County shall include this requirement in all such subcontracts. The parties agree that any attorney-client, accountant-client, or any other legal privilege shall not be deemed waived by virtue of this Section.
12. **Independent Contractors.** With respect to this Agreement, each party, its employees and agents, shall at all times be independent contractors and not employees or agents of the other party, and shall not hold itself/themselves out as employees or agents of the other party. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow either party to exercise control over the other party or the manner in which each party's respective employees or agents perform their obligations under this Agreement. No party shall, by entering into or performing this Agreement, incur any liability for any of the existing obligations, liabilities or debts of the other party, and shall not by acting hereunder, assume or become liable for any future obligation, debt, or liability of the other party, except as may be required by Section 12 hereof.
13. **Modification.** Neither this Agreement nor any provision hereof shall be amended or modified (or deemed amended or modified), except by an agreement in writing duly executed and acknowledged with the same formality as this Agreement.
14. **Governing Law.** All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the Commonwealth of Virginia.
15. **Independent Covenants.** Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein. No waivers,

express or implied, by either party of any breach of any of the covenants, agreements or duties hereunder of the other party shall be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement or duty.

16. **Entire Understanding.** This Agreement contains the entire understanding of the parties with respect to the provision of the Services hereunder, and as of the Effective Date, this Agreement replaces and supersedes all prior agreements between the parties with respect to the subject matter hereof. Each party hereby acknowledges that neither party is making or has made any representations, warranties, covenants or understandings with respect thereto other than those expressly set forth herein.
17. **Benefit and Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns. Neither this Agreement, nor any portion thereof, may be assigned by any party without the prior written consent of the other parties. This Agreement is intended solely for the benefit of the parties hereto and is not intended to, and shall not, create any enforceable third party beneficiary rights.
18. **Waiver of Breach.** The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.
19. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including telecopy and telex) or overnight courier, or five days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows or to such other address or fax number, and to the attention of such other person or officer as either party may designate.

Prince George Fire and EMS
James B. Owens
Director
6602 Courts Drive
Prince George, Virginia 23875
Fax: (804) 733-2769

With a copy, which shall not constitute notice, to:
Steve L. Micas
County Attorney
6602 Courts Drive
Prince George, Virginia 23875
Fax: (804) 733-2539

TriCities Emergency Center
Joe Mazzo
Chief Executive Officer
1700 Temple Parkway Drive
Prince George, Virginia 23875
Fax: (804) 722-1355

With a copy, which shall not constitute notice, to:

Legal Department
P.O. Box 550
Nashville, TN 37202-0550

20. Cooperation Regarding Claims and Litigation. The parties agree that, to the extent permitted by their respective professional liability insurance programs, they shall provide each other with full cooperation in assisting each other, their duly authorized officers, employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving circumstances which occurred during the term of this Agreement, including those which were not raised until after termination of this Agreement. Nothing herein shall be construed to require the parties to waive their attorney-client or their work product privileges. This Section 21 shall be without prejudice to the prosecution of any incidents which may give rise to a claim or claims which the parties may have against each other, and shall not require cooperation in the event of same.
21. Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.
22. Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in constructing the provisions of this Agreement.
23. Compliance with Applicable Laws. The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities that regulate, license, govern and/or accredit the parties, including, but not limited to, federal, and state and local governmental entities.

In the event there are changes to or clarifications of federal, state, or local statutes, regulations or rules that may materially affect the operations of the TriCities, including but not limited to third-party reimbursement, the parties agree to examine this Agreement and to renegotiate any applicable provisions to accommodate the changes in the law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement us of the date first above written.

PRINCE GEORGE COUNTY

By: _____
Name: James B. Owens
Title: Director
Date:

JOHN RANDOLPH MEDICAL CENTER
D/B/A TRICITIES EMERGENCY CENTER


By: 
Name: Joe Mazzo
Title: Chief Executive Officer
Date: 6-4-18

Exhibit A

PERFORMANCE GOALS AND REPORTING REQUIREMENTS

Performance Goals:

The County shall provide the Services in compliance with the following performance goals:

1. The County will communicate directly with the requesting facility when transport is delayed due to emergent requests, weather, traffic and other causes beyond the County's control. The County will report monthly on all delayed ALS Transports.
2. The County will provide consistent and timely arrival for all scheduled transports, which means that the County will arrive to pick up the patient at TriCities within the mutually agreed upon timeframes.
3. The County will provide excellent customer service to all of its patients, residents, clients, staff and physicians.
4. The County will provide TriCities with current copies of the results of any and all inspections, regulatory complaints, licensure reviews.
5. TriCities will provide one business day notice prior to a long distance transport (greater than 110 miles). Transports will be carried out on weekends if pre-arranged as noted above.
6. The County will transport patient's personal belongings when there is no family or other means of transport of these belongings. The belongings must be able to fit on the stretcher (approximately six bags). Non-motorized wheelchairs will be transported. Motorized wheelchairs, televisions, bedside commodes, or other large items are not able to be secured in the ambulance and cannot be transported on the ambulance. Valuable items should be inventoried and signed by the RN.

Reporting Requirements; Access to Records/Audit:

The County shall supply TriCities (or its designee) with monthly reports no later than the 15th day of each month as follows:

1. Report of all TriCities booked and cancelled transports by type and location.
2. Report of peak times of use by TriCities.
3. A statistical summary of performance showing average on time, late, and early.

County Books and Records:

TriCities shall have the right to inspect at County offices, the County billing and medical records related to transports in the then current and prior calendar year for which TriCities has been billed, upon not less than thirty (30) days' prior written notice and during the County's normal business hours only, for the purpose of verifying the Services and payment for the same. The County shall reasonably cooperate with such inspection provided that: (a) such inspection shall be at no expense to the County; (b) TriCities shall not be entitled to remove any original books or records from County offices; (c) TriCities shall not be entitled to make, or remove from County offices, any copies of any books or records without first entering into a confidentiality agreement that is in form and substance reasonably acceptable to the County; and (d) except as otherwise required by law, TriCities shall keep confidential all information contained or disclosed in County books and records. In the event TriCities believes, as a result of any such inspection, that TriCities overpaid the County for any Services, TriCities shall notify the County in writing of the specific Services and the reason(s) TriCities believes there was an overpayment. In the event that, after receiving such written notice, the County agrees that it was overpaid for such Services, the County shall return to TriCities the amount of overpayment within forty-five (45) days following TriCities' written notice. In the event that, after receiving such written notice, the County does not agree that it was overpaid for such Services (or disputes the amount of such overpayment), either party may submit the matter to any court of competent jurisdiction located in the Commonwealth of Virginia and, in such a case, the County shall not be required to pay any amount of the alleged overpayment to TriCities until the dispute is resolved and the amount of the overpayment, if any, is determined.

Exhibit B

**BILLING AND PAYMENT FOR SERVICES FOR WHICH TRICITIES HAS
PRE-DETERMINED ACCEPTANCE OF FINANCIAL RESPONSIBILITY**

TriCities may elect to accept sole financial responsibility for Services at the time of transport. These instances may include transfer to a closer facility, movement of indigent patients, or a patient not meeting CMS guidelines for medical necessity.

TriCities will be provided with a line-item invoice for each applicable cost center which includes:

1. Date of transport
2. Patient's name
3. Sending and receiving facility names
4. Level of Care provided
5. Mileage of transport
6. Amount Due

Exhibit C

PAYER OF "LAST RESORT"

County "Best Efforts" Billing:

The County agrees to use "Best Efforts" (as defined below) to collect payment for Services from patients, commercial insurance carriers, or governmental health benefits plans (including, but not limited to, Medicare, Medicaid, and Tricare).

For the purposes of this Exhibit C, "Best Efforts" shall include:

1. The County submitting and collecting claims in a commercially reasonable manner that a prudent health care provider would follow.
 - A. If the County receives a denial from a commercial or government payer, the billing will follow the self-pay pathway defined in B below.
2. Self-pay patients are to be billed monthly (up to three notices) by the County for any outstanding balance. Subsequent billings shall be progressively firmer in the collection effort with the final notice that the account may be sent to a collection agency, if not paid or payment arrangements have not been made.
 - A. A self-pay case shall be defined as follows:
 - i. A patient whose balances represent the patient's responsibility as shown on the Explanation of Benefits statement from the patient's insurer;
 - ii. A patient who has no insurance and who has not been determined by TriCities to be indigent, charity, and charity pending; or
 - iii. A patient whose balance is outstanding because of the patient's failure to respond to the County or his/her insurer with additional information.
 - B. "Last Resort" Payment. After the County followed the above "Best Effort" processes, but did not receive any payments then TriCities will be billed according the Rate Schedule in Exhibit D. TriCities agrees to pay for Services in the following cases:

- i. Patient with health benefits coverage and that coverage is denied (after the County has used Best Efforts to bill and collect from third party payors and/or the patient); i.e., not medically necessary, for the patient's/physician's convenience, a bed/procedure is normally available but was not available due to lack of bed space, equipment failure, round trip denied, not pre-authorized, benefit not in plan, etc. TriCities will document the reason for the transport.
- ii. Patients without health benefits coverage who have been determined by TriCities to be indigent, charity and charity pending from TriCities Facilities after the time of transport.
- iii. Patients transported from TriCities to another acute care facility or professional center for procedures and/or services that are available at the referring hospital and the attempt to collect from third party payors was denied as such (i.e., transports that are for the TriCities convenience, PICU/NICU, trauma and other transfers transports).
- iv. Transports that were previously paid by Medicare, Medicaid or any commercial insurance retracted due to regulatory requirements.

Billing Requirements: The County agrees to the following billing guidelines:

1. TriCities will be billed with TriCities rate shown on invoice within 180 days of transport, unless payment was retracted or appealed in which case the invoice must be submitted within 180 days of the payer's final determination.
2. The County will provide to TriCities:
 - A. A line-item invoice for each applicable cost center as appears on Exhibit E attached to this agreement.
 - B. Face Sheet with insurance patient's address and insurance information.
 - C. Insurance Denial/Patient Contact Documentation (when applicable).
3. Invoices that have been denied by TriCities for payment must be resubmitted within 90 days of initial denial date to be considered for payment.
4. The County will reimburse TriCities in full (the amount paid by TriCities) upon receiving any payment from an insurance carrier, patient or other third-party for a transport previously billed to and paid by TriCities.
5. The County agrees to make reasonable commercial efforts to participate with major payers by offering rates consistent with the Richmond area while staying within CMS OIG guidelines. This shall also include the County periodically updating TriCities regarding the status of the County's relationships with said major payers, and the County's provision of a written status report of pending negotiations upon TriCities' request but no more often than on a quarterly basis.

Exhibit D

COUNTY RATE SCHEDULE AND PAYMENT TERMS

The County shall bill for Services according to the following Rate Schedule:

Type	Rate
BLS (A0429)	\$449.00
ALS (A0427)	\$500.00
ALS2 (A0433)	\$615.00
Mileage (A0425)	\$8.25

EXHIBIT E
INVOICE

[Please attach]

Exhibit E
Invoice

Prince George Fire &
EMS
6602 Courts Drive
Prince George, VA 23875

Invoice # _____
Invoice Date ___/___/___
Due Date ___/___/___

Bill To: Facility Name _____

Address _____

City, State, Zip _____

Cost center # _____

Medicare Facility Acceptance Payer Last Resort Other

Patient Name _____ Patient MR# _____

Address _____

Date of Transport ___/___/___

Pickup Location _____

Destination _____

Reason for claim:

- Round Trip from Pickup Location to Destination and then Returned to Pick-up Location
- Face sheet shows patient as indigent, charity and/or charity/Medicaid pending. (Unable to bill Medicaid if pending.)
- Face sheet shows patient as insured. Insurance Billed. Payment Denied. EOB attached.

Patient shown as self pay on face sheet and billed for service. Has not paid.

- First bill sent to patient ___/___/___ Returned unopened
- Second Bill sent to patient ___/___/___
- Third Bill sent to patient ___/___/___
- Collections ___/___/___

Other

Trip Type: BLS ALS CCT ICU PICU

Facility Bnsc Rate \$ _____ Miles _____ @ _____/mile

Total Amount Due: \$ _____