

RESOLUTION NO. R-18-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACT WITH MEDICLAIMS, INCORPORATED, TONKAWA, OKLAHOMA, FOR AMBULANCE BILLING SERVICES.

WHEREAS, the City of Gladstone, Missouri has an existing contract with Mediclaims, Incorporated, for ambulance billing services; and

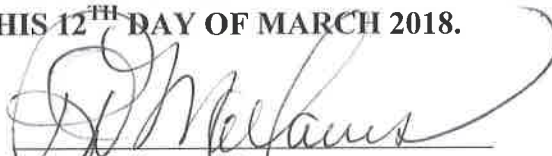
WHEREAS, through discussions with Mediclaims, the amount Mediclaims bills the City for this service will decrease from 9% of cash receipts from ambulance billing to 6% of cash receipts from ambulance billing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute an amended contract with Mediclaims, Incorporated, for ambulance billing services.

FURTHER, THAT, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12TH DAY OF MARCH 2018.


R. D. Mallams, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-18-25

BILL # City Clerk Only

ORD # City Clerk Only

Date: 3/5/2018

Department: Finance

Meeting Date Requested: 3/12/2018

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Amending Ambulance Billing Contract.

Background: The City of Gladstone has used Mediclaims for ambulance billing for several years. By amending the current contract, the fees charged to the City for ambulance will decrease from 9% to 6%.

Budget Discussion: Funds are budgeted in the amount of \$ 72,000 from the General Fund. Ongoing costs are estimated to be \$ 60,000 annually. Previous years' funding was \$ 94,000

Public/Board/Staff Input: The City of Gladstone has used Mediclaims as their ambulance billing service for several years. Over the years, Mediclaims has been responsive to any requests from the City and provides the City with detailed reports from the ambulance billing. Through recent discussions and negotiations Mediclaims has agreed to decrease fees charged to the City for the ambulance billing service from 9% to 6%. The decrease in fees charged should save the City \$25,000 per year.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Dominic Accurso
Department Director/Administrator

PWC
City Attorney

SLW
City Manager

**CONTRACT
PROCESSING, FILING & MANAGING
EMERGENCY MEDICAL SERVICE CLAIMS**

THIS CONTRACT is made this **1st** day of **January**, , 2018, between the **City of Gladstone EMS, Gladstone, MO.**, (hereinafter "City"), and by **Mediclaims, Inc.** an **Oklahoma Corporation** located at **101 E Grand, Tonkawa, Oklahoma**, (hereinafter "Mediclaims").

MEDICLAIMS AGREES:

1. To offer our professional consultation at no additional cost which will include, but is not limited to, regarding your cost analysis, appropriate fees, procedures that need to be adopted or changed by the Service in order to properly compliant with Medicare/ Medicaid, necessary forms needed for certain procedures as well as possible contracts for other needed information, i.e.; Skilled Nursing Facilities, HIPAA regulations, Insurance Carriers Contracts/negotiations, and relations between community and EMS.
2. To file insurance claims on behalf of insured patients for ambulance service with any and all Private Health Insurance Companies, Medicare, Medicaid, Champus/Champ VA, HMO and PPO organizations, Motor Vehicle Insurance Companies, Personal Injury Claims, Workers Compensation Claims and United States Public Health Services. Mediclaims will conduct extensive follow-up regarding the status of those claims, without request from the Service.
3. To perform all diagnosis and procedure coding as may be required for such medical claims and to make necessary inquiries of various health care providers as may be required for such coding.
4. To prepare and send all statements for amounts due to the Service for ambulance services provided to its customers. The statements are aged and generate special messages for second, third and final notices.
5. To place Mediclaims toll-free number and address on all correspondence to patients and insurance carriers.
6. To use positive technique's to work with and assist private pay patients in satisfying their bill and to refrain from using threats or intimidation as a collection technique. Mediclaims is compliant with all laws and regulations with debt collection practices.
7. To work with attorneys on personal injury and worker's compensation cases for such time, as Mediclaims believes it is prudent to pursue such sources of payment, recognizing that such claims are normally dependent upon the settlement of the case for payment.
8. To provide informational on site seminars, as needed, to the City's EMT's and Paramedics to train them in the proper preparation and documentation for all run sheets and reports used for Mediclaims billing.
9. To prepare daily and monthly reports for use by the City detailing collection activities, quantity of runs, breakdown of types of runs, sources of revenue, etc.
10. To provide all long distance calls associated with Electronic Claims Submissions and billing for the City.
11. All records and documentation associated with the billing and collection will remain the sole property of the City, and shall be available at any time, to the City's internal and external auditors for compliance with all appropriate accounting standards and practices.

12. To mail at no cost to the City, copies of our bi-monthly Newsletter for Ambulance Service's to be distributed not only to the EMT's and Paramedics, but also to the City and those in management for better education and communication between our services and our clients.
13. To work directly with representatives from the City to make available any additional reports, reasonably requested for accounting or management purposes, as long as it is available from our software.
14. To provide all statements, claims forms and paper associated with billing for the City.
15. To indemnify and hold harmless, the City of Mascoutah and its employees from any claims for unfair debt collection practices or any other claim or cause of action arising out of Mediclaims, Inc. actions in performance under this contract.

THE CITY AGREES:

1. To pay a monthly fee of 6% of actual cash receipts. All postage will be borne by Mediclaims, Inc. Payment is due within (20) days of monthly invoice.
2. To collect at the time of transport any and all medical information, including patient's signatures on all waivers of liability forms, and the assignment of benefits/release of information form.
3. To receive all monies upon billing by Mediclaims and to provide a daily log sheet showing all payments received and the source of payments, by patient.
4. To secure such approvals and furnish such forms, purchase orders and procedures as required for the execution of this agreement and the payments herein contemplated in accordance with applicable statutes and ordinances.
5. Any additional insurances, surety bonds, etc., required by the City shall be reimbursed to Mediclaims at cost.
6. To have this contract finalized with the authorized representative's signatures and returned to Mediclaims before actual billing and consultative services begin.

GENERAL PROVISIONS:

1. The services herein provided are unique and not generally available in the public market.
2. Either party upon thirty (30) days written notice to the other party may terminate this agreement. However, the City shall report all revenue received by the City for fees billed by Mediclaims for an additional period of ninety (90) days after Mediclaims services are terminated and will be billed for services rendered by Mediclaims, Inc.
3. This agreement may be amended or modified upon mutual agreement at any time, but all modifications must be in writing to be effective.
4. This agreement will remain in effect for a period of three (3) years from the date of the original signatures below, and may be renewed from year to year thereafter upon annual approval of the City.

MEDICLAIMS, INC.


By: It's Authorized Representative

Approved and accepted this 6th day of March, 2018.

CITY OF GLADSTONE
GLADSTONE, MO


By: It's Authorized Representative

Approved by resolution on this 12th day of March, 2018

ATTEST:


Clerk/Secretary/Witness