

## OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street  
Davenport, Iowa 52801-1003

Office: (563) 326-8702

[www.scottcountyiowa.gov](http://www.scottcountyiowa.gov)



November 14, 2023

To: Mahesh Sharma, Scott County Administrator

From: David Farmer, Director of Budget and Administrative Services

RE: Billing and collection contacts for MEDIC EMS of Scott County

The MEDIC EMS of Scott County transition team is recommending approval of the contracts with Professional Billing Services of Illinois, Inc. and Municipal Collections of America, Inc.. Both contractors provide services of the revenue billing and collection cycle of EMS services.

Professional Billing Services of Illinois, Inc. (PBS) is the current billing provider for MEDIC EMS. Through our transition discussion, the transition team determined that PBS was familiar with EMS operations and remained a recommended vendor to continue services for the County. PBS will be paid a commission of 4% of all payments received by the County arising from medical billings. Additionally, The County agrees to pay 50% of a pre-billing module that benefits both organizations. The agreement will be for three years, expiring December 31, 2026, and shall automatically renewed unless negotiated.

Municipal Collections of America, Inc. (MCOA) is a licensed collections agency in the State of Iowa and came highly recommended from multiple municipal governments that have EMS services. This contractor works to collect outstanding receivables that are approximately 180 days past due. MCOA is an industry leader in the state and is experienced in the new State of Iowa – Iowa Department of Revenue Setoff Program. The Setoff program enables the State to collect proceeds from income tax revenues, gambling winnings and similar sources and remit them to the County. No fees shall be payable to MCOA unless money is collected, at which time MCOA shall be paid as follows:

- If the County adds a 25% collection fee to debt upon delinquency, MCOA shall receive 20% of the balance paid.
- If the County does not add a 25% collection fee to a debt upon delinquency, MCOA shall receive 25% of the proceeds paid.

The contract is for a period of 12-months from the date approved, and will continue in one year increments, unless written notices is provided sixty days prior to termination.

The agreements have been reviewed by County legal.

CC:

Paul Andorf, MEDIC EMS of Scott County Director

COLLECTION SERVICES AGREEMENT  
MUNICIPAL COLLECTIONS OF AMERICA, INC.

This COLLECTION SERVICES AGREEMENT is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Municipal Collections of America, Inc., (MCOA) and Scott County, Iowa (hereinafter referred to as THE COUNTY).

WHEREAS, MCOA is a duly licensed collection agency in the State of Iowa; and

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE COUNTY in collecting fines through an effective collection process; and

WHEREAS, THE COUNTY may wish to list certain debts with MCOA for collection from time to time and MCOA may wish to accept such claims for collection.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I**

Any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to all the terms and conditions in this Agreement.

All debts and fines submitted to MCOA for collection shall be submitted using the forms and procedures designated by MCOA and pursuant to this agreement.

Upon request of MCOA, THE COUNTY, or its Agents, will provide any relevant documentation deemed necessary for use by MCOA in its collection efforts in a timely manner.

MCOA will acknowledge receipt of any debts listed for collection within five days thereof.

MCOA retains the right to reject any debt submitted for collection. MCOA shall provide THE COUNTY with an explanation for any such rejection.

**ARTICLE II**

MCOA shall use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debt/fines which are listed for collections.

### ARTICLE III

No fees shall be payable to MCOA unless money is collected, at which time MCOA shall be paid as follows:

**If THE COUNTY adds a 25% Collection Fee to a debt upon delinquency:**

Upon payment, MCOA shall receive twenty percent (20%) of the balance paid. As an example, a \$100 debt will become \$125 at delinquency, with MCOA retaining \$25 of the \$125 (20%).

**If THE COUNTY does NOT add a 25% Collection Fee to a debt upon delinquency:**

Any debts that are not eligible for adding on the cost of collection by THE COUNTY shall be recovered with MCOA receiving 25% of the proceeds paid. Any payments received from the Iowa Tax Offset Program shall be charged a reduced commission of 10% paid to MCOA.

### ARTICLE IV

Upon THE COUNTY'S listing of a debt for collection, MCOA shall have the exclusive right to collect the amounts owed thereunder until such time as it determines the debt is uncollectable or THE COUNTY requests return of the debt to THE COUNTY. Any inquiries concerning any debt listed for collections, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

MCOA will deposit any money collected in THE COUNTY'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE COUNTY THE COUNTY'S share of any amounts collected. Remittance to THE COUNTY will be made by the 5<sup>th</sup> of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE COUNTY for debts which have been listed for collection, THE COUNTY will report such collections to MCOA daily for accounting pursuant to this agreement.

### ARTICLE V

THE COUNTY hereby authorizes MCOA to accept a negotiated settlement on any debt listed for collection; provided, however, that unless otherwise authorized by THE COUNTY, any such settlement shall be no less than 100% of the available balance.

Should THE COUNTY make any settlement or otherwise takes any action in derogation of MCOA's exclusive right to collect on any debt listed for collection, then MCOA shall be entitled to payment in full, as delineated in Article III hereof, based on the full amount of the violation, as listed.

Any such payments which may become due may be deducted from the COUNTY'S next monthly payment from MCOA

#### **ARTICLE VI**

MCOA shall indemnify, defend, and hold THE COUNTY harmless from any claim or action arising out of MCOA'S performance or non-performance of its obligations under this agreement, including but not limited to any debt of the Fair Debt Collection Practices Act (15 U.S.C. 1601, et seq.), any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees. Conversely, THE COUNTY shall indemnify, defend, and hold MCOA harmless from and against any and all liability, costs and expenses, excluding attorneys' fees arising solely out of or in connection with any claims or suits for loss or damages arising out of acts of THE COUNTY or its employees.

Further, THE COUNTY warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to THE COUNTY; and in addition to the indemnities listed above, THE COUNTY agrees to indemnify and hold MCOA harmless against any and all liability, costs, and expenses, excluding attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", due to the breach of these warranties and representations.

#### **ARTICLE VII**

This Agreement is for a period of 12-months from the date first above written, however, it shall continue under the same terms and conditions for additional one-year periods until termination by either party, by notice given in writing to the other party, at least sixty days prior to termination.

In the event of termination of the Agreement by either party, THE COUNTY shall have the option of requesting that MCOA continue to process any active payment plans under the same terms and conditions of this Agreement until completion.

#### **ARTICLE VIII**

At least once per year, MCOA will return to THE COUNTY such debts, which MCOA determines, in its sole judgment and discretion, to be uncollectible.

#### **ARTICLE IX**

Any notice to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated notices shall be sent as follows:

If to MCOA,

Municipal Collections of America, Inc.  
3348 Ridge Road  
Lansing, Illinois 60438

If to THE COUNTY,

Scott County Iowa  
600 W. 4<sup>th</sup> St  
Davenport, Iowa 52801

## **ARTICLE X**

This agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties, except to the extent specifically provided for herein. This agreement may only be altered, amended or modified by written instrument signed by both parties hereto.

The terms of this shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

This agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto except to the extent specifically provided for herein.

Notwithstanding any other provision of this agreement, it is expressly agreed and understood that, in connection with the performance of this agreement, MCOA shall comply with all applicable federal, state, COUNTY and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, MCOA hereby certifies, represents and warrants to THE COUNTY that all MCOA'S employees and/or agents who will be providing products and/or services with respect to this agreement shall be legally authorized to work in the United States. MCOA shall also, at its expense, secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this agreement.

## **ARTICLE XI**

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of fax machine or e-mail as a defense to this agreement and shall forever waive such defense

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

Municipal Collections of America, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Jeffrey Wood

THE COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

## R E S O L U T I O N

### SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING THE AGREEMENT BETWEEN MUNICIPAL COLLECTIONS OF AMERICA, INC. AND MEDIC EMS OF SCOTT COUNTY, A DEPARTMENT OF SCOTT COUNTY, IOWA

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Scott County is in support of MEDIC EMS as an emergency medical services provider within Scott County.

Section 2. The County will outsource the billing services for medical services related to EMS services provided by the County.

Section 3. The county agrees to enter into the contracts with Medical Collections of America, Inc.

Section 4. The MEDIC EMS Director of Scott County is authorized to enter into the contract on behalf of the County.

Section 4. This resolution shall take effect immediately.

## **AGREEMENT**

This AGREEMENT is made between PROFESSIONAL BILLING SERVICES OF ILLINOIS, INC., an Illinois business corporation duly qualified to transact business in the state of Iowa, herein referred to as "AGENT" and Scott County, an Iowa County municipal government, hereinafter referred to as "CLIENT" for the purpose and services herein called for.

1. AGENT shall use its professional skill, knowledge and best efforts to provide to CLIENT all of the following services:
  - A. All personnel and resources necessary and appropriate to perform all of the medical billing services to meet the requirements of CLIENT for billing for ambulance (EMS) services provided to its patients (referred to as "Medical Billing") using CLIENT's ZOLL® medical billing software or any other medical billing software available to CLIENT. To facilitate the performance of services by the AGENT, AGENT shall be entitled to use CLIENT's management and billing software located at CLIENT's premises and to access such software via an electronic secured means (i.e. using at least 128-bit encryption) such means being provided by and at the shared cost and expense of CLIENT and AGENT. Each shall be responsible for costs associated to their own facility to establish such connection.
  - B. AGENT agrees that each employee of AGENT who reviews, codes or enter charges shall be a Certified Ambulance Coder through the National Academy of Ambulance Coding (NAAC) and AGENT shall provide written evidence supporting the qualifications of each such person to CLIENT before such person provides services on behalf of AGENT.
  - C. Reviewing CLIENT documentation to support Medical Billing to verify that such documentation supports the level billed and meets all federal and state laws, rules, regulations and criteria for billing for mobile integrated health, mobile health and ambulance services.
  - D. Preparation and mailing of Statements and Billings to Patients of CLIENT, or to Patients' third party payors, all the sole cost and expense of AGENT.
  - E. Preparation, submission and filing of appropriate patients' insurance forms, either as hard copies or by electronic means, as may be necessary and required in regard to said Medical Billing.
  - F. Appropriate follow-up on billings to ensure that CLIENT'S accounts receivable collection policies and procedures are being followed for all purposes, subject to the approval of CLIENT.
  - G. Agent will be current on all monthly transactions, including posting and invoicing for the preceding month by the tenth (10<sup>th</sup>) working day of the following month.
  - H. Mail and process charity-care applications submitted by patients based on CLIENT'S policies, procedures and terms established by CLIENT.
  - I. Provide CLIENT's patients with a toll free number for live person telephone support staffed and operated by AGENT between operating hours of 8:00am – 5:00pm Monday through Friday excluding major holidays.
  - J. Provide education and training to CLIENT'S employees to facilitate the delivery of Medical Billing services by AGENT.
2. To carry out said services, CLIENT will provide AGENT for each patient file, the name, address and phone number of patient and guarantor, dates of service, service rendered, thereby enabling AGENT to assign the appropriate procedure code and billing rates as well as miscellaneous information required for carrying out billing procedures.
3. In carrying out its obligations hereunder, AGENT will in all respects acting as an Independent Contractor and shall be solely responsible for purchase of equipment and employment of



additional employees for carrying on of its business, and that the CLIENT shall not be responsible to AGENT for further payments except as provided in this agreement (§ 11). AGENT shall maintain adequate levels of insurance for the practice of engaging in the business of providing medical billing, including cyber insurance liability coverage. Upon the execution of the contract Agent will provide adequate proof of insurance with limits acceptable to CLIENT.

4. AGENT agrees to use CLIENT's EMS management software "ZOLL®" at the sole expense of CLIENT to carry out all billing procedures including, using ZOLL®'s recommended clearinghouse for claims and monthly statements. Clearinghouse expenses including fees for electronic claims submission, statement printing and mailing shall be the sole responsibility of AGENT.
5. CLIENT agrees to provide AGENT access to ZOLL® via secured electronic means to CLIENT office to AGENT's office and adequate number of ZOLL® CLIENT licenses to perform contracted tasks.
6. CLIENT shall employ and use AGENT exclusively for services herein set forth during the terms of this contract and shall not contract or use any other such service during the term of this contract; however, nothing herein shall prevent CLIENT from directly billing any party outside of this Agreement without using AGENT's services.
7. Termination of AGREEMENT. AGENT can terminate this Agreement after first having provided CLIENT with 3 (three) months prior written notice. CLIENT can terminate this AGREEMENT after first having provided AGENT 3 (three) months prior written notice. The effective date of termination shall be stated in any such notice.
8. AGENT shall receive all payments for CLIENT, excluding EFT transactions which will be directly deposited to an account set up by CLIENT, when possible EOB's relating to Medical Billing processed by AGENT shall be transferred directly to AGENT. All payments received by AGENT will be deposited to an account set up by CLIENT.
9. CLIENT will promptly notify AGENT of all payments received by CLIENT and within three business days after such payment was received.
10. AGENT will process all refund documentation and forward paperwork to include payer, address, amount, and reasons for refund to CLIENT for processing and mailing to payors
11. AGENT commission is four percent (4%) of all payments actually received by CLIENT arising from Medical Billing handled by AGENT but excluding necessary refunds. This commission fee covers all aspects of the services provided by the AGENT to the CLIENT as outlined in this agreement and no other fees or charges shall be charged to CLIENT by the AGENT.
12. AGENT will comply diligently with all applicable state and federal laws and regulations pertaining to the confidentiality of proprietary and patient information, data and other confidential and protected health information concerning the medical, personal or business affairs of the parties or the patients treated by CLIENT which is acquired hereunder or in connection herewith. AGENT represents that it is currently and shall remain CMS compliant, SOC I or SOC II or an acceptable equivalent compliant, HIPAA compliant, Fair Debt Collection Practices Act compliant, Red Flag compliant. AGENT will keep confidential all financial, operating, proprietary and business information relating to CLIENT that is not otherwise public information or readily available in the public domain. AGENT shall keep confidential all information specified in writing by CLIENT as confidential information in compliance with HIPAA regulations.
13. Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. Agent agrees to indemnify the Client, its officers and directors, employees and its affiliates and their respective assigns, who controls against any claim, loss or liability including but not limited to attorney fees and/or defending any litigation and save it harmless against any and all

liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Agent in the execution of this Agreement, except as a result of the Client's gross negligence, willful misconduct, bad faith, false representations, breach of warranties, express or implied or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

14. On an annual basis per CLIENT'S request, AGENT will bear the expense of a claims audit to verify that the AGENT has properly performed services and accounted for all payments owed to the CLIENT. CLIENT will retain an independent organization to audit records related to the billing services performed for CLIENT to ensure compliance with laws, regulations and payer rules. The audit will be conducted using random sampling of claims and such sample will be statistically significant. AGENT will provide access to any and all records necessary to conduct the audit. The auditing agent will supply simultaneous reports to both the AGENT and CLIENT.
15. Agent agrees to cost share equally the expense of Payor Logic®, a pre-billing module incorporated to Zoll®. Agent's cost sharing total is 50% of monthly fee. Agent will deduct the fee from its monthly commission. Client is responsible for paying total monthly fee to Payor Logic.®
16. Agent will provide client with monthly reports of claims, denial resubmissions or appeals with deadline of 30 days.
17. For Iowa patients who become delinquent on their ambulance service balances, Agent agrees to comply and submit balances to the Iowa Setoff Program.
18. The Term of this Agreement shall be from January 1, 2024 through December 31, 2026 at which time this AGREEMENT shall be automatically renewed on an annual basis unless Notice has been given as per § 7. There shall be no change in the percentage amount paid to AGENT, or in any other terms of this AGREEMENT, without a prior written agreement executed by the parties.
19. Except to the extent prohibited by law, any information stored on AGENT's electronic devices will remain the property of the AGENT even after Termination of this AGREEMENT. The CLIENT will receive either a hard (printed) or electronic copy of this information in case of Termination as set forth in § 7.
20. This Agreement shall be subject to the following general conditions:
  - a. This Agreement contains the complete understanding between CLIENT and AGENT in relation to the AGENT's agreement to provide Medical Billing services to CLIENT and supersedes any prior or contemporaneous agreements, promises and representations, whether written, oral or created through custom, usage or course of dealing. This Agreement may not be amended, modified or varied except by written agreement signed by a duly authorized officer of AGENT and by a duly authorized officer of CLIENT. No departure from this Agreement shall permit any subsequent departure, and no waiver by either party of any terms of this Agreement or of any breach shall obligate such party thereafter to waive the same terms or any subsequent similar breach.
  - b. This Agreement shall be binding upon and inure to the benefit of CLIENT, its successors and assigns, but may not be assigned by AGENT without the prior written consent of CLIENT. Any merger, consolidation, transfer of assets, event or transaction which results (whether by operation of law or otherwise) in a change of ownership or control of AGENT or AGENT'S business shall be deemed an assignment by AGENT for purposes of this Agreement.

c. If any portion of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or non-enforceability shall not affect any other provisions of this Agreement.

d. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa which the state where the CLIENT'S principal place of business is located.

e. Any notice to be given pursuant to this Agreement shall be addressed to the respective parties at the address set forth below:

Scott County  
600 W 4<sup>th</sup> St  
Davenport, IA 52801

PROFESSIONAL BILLING SERVICE OF ILLINOIS, INC.  
P.O. Box 308  
Orion, IL 61273

f. Either party's failure to enforce, or waiver of, any rights or terms of this Agreement, shall not be considered a waiver of its future rights to strictly enforce the terms of this Agreement.

This Document has been executed in duplicate and signed by CLIENT and AGENT.

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

AGENT

For Scott County

\_\_\_\_\_  
Tim Moen  
Owner

\_\_\_\_\_  
David Farmer  
Director of Budget and Administration Services

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

## R E S O L U T I O N

### SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 21, 2023

APPROVING THE AGREEMENT BETWEEN PROFESSIONAL BILLING SERVICES OF ILLINOIS, INC AND MEDIC EMS OF SCOTT COUNTY, A DEPARTMENT OF SCOTT COUNTY, IOWA

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Scott County is in support of MEDIC EMS as an emergency medical services provider within Scott County.

Section 2. The County will outsource the billing services for medical services related to EMS services provided by the County.

Section 3. The county agrees to enter into the contracts with Professional Billing Services of Illinois, Inc.

Section 4. The MEDIC EMS Director of Scott County is authorized to enter into the contract on behalf of the County.

Section 4. This resolution shall take effect immediately.