AGREEMENT FOR NON-EMERGENCY MEDICAL TRANSPORTATION

 This Agreement for Non-Emergency Medical Transportation (the “Agreement”) is entered into as of the date shown below between ------- (the “Facility”) and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Ambulance”).

 WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Ambulance will provide non-emergency transportation services for patients of the Facility.

 NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services Provided**. Ambulance shall provide patients of the Facility with non-emergency ambulance transportation services to or from the Facility (the “Services”). The ambulances used by Ambulance in the delivery of the Services shall be staffed by at least two (2) persons who are licensed or certified by law to render emergency medical care. Ambulance shall make the Services available twenty-four (24) hours per day, seven (7) days per week. The Services do not include, and this Agreement does not affect, the delivery by Ambulance of emergency medical transportation services. The determination of whether a transport is an “emergency” or “non-emergency” shall be made by Ambulance in accordance with established standards and protocols. Ambulance shall provide the Services upon request by an employee or other agent of the Facility.

 2. **Fees for Services**. Ambulance shall charge the fees set forth on Exhibit “A” (attached hereto and incorporated herein by reference) for the Services provided by Ambulance hereunder. Ambulance shall have the right to change the fees it charges upon thirty (30) days written notice to the Facility; provided, however, that Ambulance shall not change the fees more than once a year.

 3. **Required Documentation for the Services**.

a. The Facility shall be responsible for determining and documenting the medical necessity of all the Services requested by the Facility. Without limiting the generality of the foregoing, the Facility shall be responsible for obtaining any preauthorization, physicians orders, prior authorization number (“PAN”), physician certification statements (“PCS”) or certificates of medical necessity required to document medical necessity or to comply with the requirements of Medicare, Medicaid or other third party payors for any patient

b. For patients covered by Medicare Part B, the Facility shall deliver to Ambulance a completed PCS in the form prescribed by Ambulance prior to any transport or as soon thereafter as possible, but in no event later three (3) days after the transport. The PCS submitted to Ambulance must include a description of the patient’s physical condition that is sufficient under Medicare rules and regulations to justify the need for the patient to be transported by ambulance rather than alternative means. If the patient, or the patient’s authorized representative, is unable to sign the transport authorization form required for billing Medicare, a representative of the Facility will sign the form where indicated. The obligations of the Facility under this subparagraph (b) are subject to the applicable rules and regulations of Medicare and will be amended to comply with any changes in such rules and regulations.

c. For patients covered by Medicaid, the Facility shall obtain a PAN prior to any transport and shall provide Ambulance with such PAN prior to the transport or as soon thereafter as possible, but in no event later than one (1) day after the transport. The obligations of the Facility under this subparagraph (c) are subject to the applicable rules and regulations of Medicaid, including Section 32.024(t) of the Texas Human Resources Code, and will be amended to comply with any changes in such rules and regulations.

d. The Facility shall provide copies of all documentation required under this Agreement to Ambulance as soon as reasonably possible upon request by Ambulance or, at Ambulance’s request, to any applicable payor. Further, the Facility shall maintain such documentation for the time period required by law.

e. The Facility shall routinely furnish Ambulance with all medical and financial information reasonably requested by Ambulance to assist Ambulance in, as applicable, preparing and submitting complete claims forms, submitting encounter data, determining what (if any) other third party coverage exists for a patient, documenting the medical necessity of any ambulance service performed for any third party payor billed directly by Ambulance, and otherwise performing the functions required or contemplated hereunder.

 4. **Payment for the Services**.

a. In the event the Facility timely provides Ambulance with the documentation and information required under Paragraph 3 above with respect to a transport of a patient covered by Medicare, Medicaid or other third-party insurance, the Facility shall have no liability for the payment to Ambulance of its fees for such transport. In the event the Facility fails to timely provide Ambulance with the documentation and information required under Paragraph 3 above with respect to such a transport, the Facility shall be liable to and shall pay Ambulance the fees charged by Ambulance for such transport.

b. The Facility shall be liable to and shall pay Ambulance the fees charged by Ambulance for transports of patients not covered by Medicare, Medicaid or other third-party insurance. If the Facility makes payment of such fees within forty-five (45) days of the date of Ambulance’s invoice, the Facility will receive a twenty-five percent (25%) discount off the fees set forth on Exhibit “A.”

c. Notwithstanding anything to the contrary contained in subparagraphs (a) and (b) above, the Facility shall be liable to, and shall pay, Ambulance the fees charged by Ambulance for round-trip transports when the patient remains an inpatient of the Facility and is transported from the Facility to another health care facility and is then returned to the Facility. The parties acknowledge that such round-trip transports will be billed by Ambulance as two (2) separate transports. If the Facility makes payment of the fees for such round-trip transports within forty-five (45) days of the date of Ambulance’s invoice, the Facility will receive a twenty-five percent (25%) discount off the fees set forth on Exhibit “A.”

d. The Facility will deliver payment in full to Ambulance of any amounts due and owing by the Facility under this Agreement within forty-five (45) days after the date of an invoice from Ambulance for such amounts. If the Facility fails to deliver such payment in full to Ambulance within forty-five (45) days of the date of Ambulance’s invoice, the Facility will not receive any portion of the twenty-five percent (25%) discount stated in subparagraphs (b) and (c) above.

 5. **Term of Agreement**. This Agreement shall become effective on the date shown below for an initial one year term and shall automatically renew for two additional one year terms unless terminated by either party in accordance with Section 6 below.

6. **Termination**. This Agreement may be terminated pursuant to the following provisions:

 a. Either party may terminate this Agreement with or without cause by giving sixty (60) days written notice to the other party of the effective date of termination. If the Facility gives notice of termination within thirty (30) days of receiving notice of a rate increase by Ambulance, only thirty (30) days notice shall be required to effect a termination and the existing rates will remain in effect for the thirty (30) days before termination.

 b. Either party may terminate this Agreement in the event of the other party’s material breach hereof; provided, however, that termination for breach shall not become effective unless and until the party in breach has been given written notice of such breach describing the nature of the breach with sufficient specificity to permit its cure, and such party shall have failed to have cured such breach to the reasonable satisfaction of the other within thirty (30) days following said notice.

 c. In the event of nonpayment by the Facility of any amount due hereunder, Ambulance may terminate this Agreement on ten (10) days written notice.

 d. In the event a party files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the other party may terminate this Agreement immediately.

Termination shall have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

 7. **HIPAA Privacy Rule**. Ambulance, as an ambulance service provider, provides health care services directly to patients. As such, Ambulance is a “covered entity” under the HIPAA Privacy Rule. 45 C.F.R. §160.103. The HIPAA Privacy Rule expressly permits covered entities to share protected health information (“PHI”) with another covered entity for treatment and payment activities of the entity receiving the PHI. 45 C.F.R. §164.506(c). Therefore, the Facility acknowledges and agrees that it is permitted to disclose PHI to Ambulance for its treatment and payment activities without the need for a business associate agreement, patient authorization or any other permissions or approval.

 8. **Notices**. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, or hand delivery to the parties at the addresses set forth below:

 **Ambulance:**

**Facility:**

 9. **Parties Bound**. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, assigns and successors.

 10. **Legal Construction**. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

 11. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties on the subject matter and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.

 12. **Attorneys’ Fees**. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and expenses in addition to any other relief to which it may be entitled.

 13. **Governing Law**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in Tarrant County, Texas.

 14. **No Assignment**. Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. In the event of an Assignment by either party to which the other party has consented, the assignee or the assignees legal representative shall agree in writing to assume, perform, and be bound by all of the covenants, obligations and agreements contained in this Agreement.

 15. **Amendment**. This Agreement may be only amended by a written instrument signed by both parties.

 16. **Medicare Access to Records**. To the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, Ambulance shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services, or to the Comptroller General of the United States General Accounting Office, or to any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the Services provided by Ambulance under this Agreement.

 17. **Independent Contractor.** It is understood and agreed that Ambulance is engaged by the Facility to provide the Services as an independent contractor and that no employee or agent of one party shall be considered an employee or agent of the other party. Neither party has the right to bind the other party to any contract or any other obligations.

 18. **Multiple Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

 EXECUTED to be effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_.

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| By:   | Facility NameBy: Printed Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NPI #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |