

BILL NO. 99-5

ORDINANCE NO. 99-5

**AN ORDINANCE OF THE CITY OF JEANNETTE
AUTHORIZING THIRD PARTY BILLING AND SERVICE CHARGES
FOR EMERGENCY SERVICES AND EQUIPMENT**

WHEREAS, the Police and Fire Departments of the City of Jeannette from time to time provide services to third parties who reside within the City of Jeannette to abate, combat or quell emergency situations; and

WHEREAS, certain of those services provided may be, from time to time, subject to reimbursement through homeowner's or other insurance policies providing coverage for such loss; and

WHEREAS, the Council of the City of Jeannette believes it is appropriate under such circumstances to recover the costs and expenses associated with those emergency services.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, IT IS HEREBY ORDAINED AND ENACTED AS FOLLOWS:

1. That the Fire Department and Police Department of the City of Jeannette are hereby authorized to bill insurance carriers for services rendered to third parties in emergency situations whenever such services may be covered by liability or hazard insurance.

2. Those services for which billing may occur and the fees associated with same are set forth in the Schedule of Services and Fees attached hereto, made a part hereof and marked Exhibit "A".

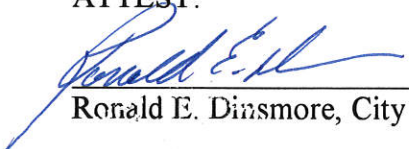
3. The Schedule of Services and Fees may be amended from time to time by the Council of the City of Jeannette.

4. The billing for such services shall be coordinated through the Chief of Police, City Clerk and Fire Chief of the City of Jeannette. All monies received in reimbursement for such services shall become a part of the City's general fund.

5. This Ordinance repeals any ordinance or part thereof that is inconsistent herewith and shall become effective ten (10) days from the date of its adoption.

THIS ORDINANCE IS DULY ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF JEANNETTE AT A PUBLIC MEETING HELD THE 8th DAY OF SEPTEMBER, 1999.

ATTEST:



Ronald E. Dinsmore, City Clerk

THE CITY OF JEANNETTE:



Carl Matt, Mayor

**SCHEDULE OF FEES
AND SERVICES
FOR THIRD-PARTY BILLING**

<u>SERVICE PROVIDED</u>	<u>FEE</u>
I. Scene Response:	
A. Fire:	
1. Home (Structure)	\$ 500.00
2. Commercial (Structure)	\$1,000.00
3. Motor Vehicle	\$ 300.00
B. Rescue (Motor Vehicle or Physical)	\$ 250.00
C. Hazmat (Initial plus Disp. Supplies)	\$ 300.00
D. Pump Detail	\$ 250.00
II. Rescue Tools:	
A. Hurst Tool	\$ 250.00
B. All other tools listed hereafter	\$ 100.00
III. Supplies – Disposable and Replaceable:	
A. Materials used at scene subject to replacement	Cost to Dept.
IV. Equipment – Non-Disposable:	
A. All non-disposable equipment including but not limited to tools, hoses, fire gear, etc. damaged or destroyed	Full Replacement Cost
V. Service Fees:	
(Includes administrative overhead, insurance, benefits, full worker's compensation and liability insurance)	
A. To be billed in addition to those charges set forth above	19% of the total of Categories I through IV above

EXHIBIT "A"

AGREEMENT
FOR
FIRE/RESCUE BILLING AND COLLECTION SERVICES

THIS AGREEMENT made this 1st day of December 1999, by and between:

BILLING & MANAGEMENT SERVICES a division of **SPECLIN**, a Pennsylvania Corporation, of 100 Industrial Street, Scottsdale, Pennsylvania 15666, hereinafter referred to as "**SPECLIN**";

and

City of Jeannette Fire Department of 110 S. 2nd STREET JEANNETTE, PA 15644, hereinafter referred to as "**PROVIDER**".

WHEREAS, "**SPECLIN**" a duly qualified provider of professional Billing and Collection Services is desirous of providing Billing and Collection Services to "**PROVIDER**"; and

WHEREAS, "**PROVIDER**" a duly Pennsylvania licensed provider of fire/rescue services desires to acquire professional Billing and Collection Services provided by a qualified and trained Billing Clerk.

NOW, THEREFORE, fully intending to be legally bound hereby the parties mutually covenant and agree with one another as follows:

1. TERM:

"The term of this Agreement shall be for a period of one (1) year commencing on December 1, 1999 and terminating on November 30, 2000. The parties may continue the terms of this Agreement in effect thereafter on a month by month basis. Either of the parties hereto may terminate this Agreement by giving (30) days prior written notice of same to the other party at the address stated above, or at another address chosen subsequent to the execution of this Agreement, such address being duly communicated to the party giving notice."

2. SERVICES PROVIDED BY "SPECLIN":

"SPECLIN" shall be responsible for supervising the following services and shall insure that the services rendered are in compliance with the Federal and State regulations pertaining to the billing and collection of claims.

"SPECLIN" shall provide "PROVIDER" with the services of a qualified and trained Billing Clerk to perform the following billing and collection services:

- a. Submit patient claims for payment of "PROVIDER" to Commercial Insurance Carriers. The billing clerk will be responsible for assigning the proper codes and submitting the claims either manually or electronically.
- b. Provide for appropriate collection services, i.e. arrange for a Post Office Box mailing address; and deposit payments in "PROVIDER'S" account at a bank of its choice.
- c. Maintain accurate records, i.e. ledgers and accounts receivable files. "SPECLIN'S" Billing Clerk will provide "PROVIDER" with monthly charges, adjustments and revenue reports.
- d. If requested by "PROVIDER", "SPECLIN'S" Billing Clerk will place over 90 day past due accounts with a reliable collection agency for retrieval of payment.

3. "PROVIDER'S" RESPONSIBILITIES:

"PROVIDER" Will be responsible for providing "SPECLIN'S" Billing Clerk with the following information required to properly provide the above services:

- a. Supply patient claim information, i.e. accident report record including detailed information on name, address and phone number of driver, name, address and phone number of insured, insurance company name and address, insurance policy number, make and model of vehicle, vehicle identification number, licence plate number, number of people in vehicle, location of accident, explanation of on scene service.
- b. Supply "PROVIDER'S" Federal Tax ID Number.
- c. Supply "PROVIDER'S" fee schedules and fee updates as necessary.

4. COMPENSATION:

“**PROVIDER**” will pay **SPECLIN** a fee for the above stated services of 15% of the number of claim payments received per month. **SPECLIN** will provide **PROVIDER** with an appropriate itemized invoice on the first day of every month based on the number of claim payments received for the preceding month. Payment for services shall be made by the fifteenth (15th) day of each month for the preceding month.”

5. CIVIL RIGHTS COMPLIANCE:

Every patient and every person employed by either party will be given fair and courteous consideration regardless of race, color, age, sex, religion, handicap or natural origin.

SPECLIN abides by all provisions of the following State and Federal laws regarding employment practices and working conditions:

- a. Pennsylvania Workmen's Labor Law;
- b. Pennsylvania Child Labor Law;
- c. Pennsylvania Fair Employment Practice Act;
- d. Pennsylvania Unemployment Compensation Act;
- e. United States Fair Labor Standards Act;
- f. United States Equal Employment Opportunity Act, Section 504 Rehabilitation Act. (Handicapped Persons).

6. AMENDMENT:

Any amendment to this Agreement shall be in writing and signed and dated by the parties hereto.

7. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between the parties and supersedes any and all prior agreements, whether oral or written, between and parties hereto in regard to the within subject matter.

8. ASSIGNMENT:

Neither this Agreement nor any duties or obligations under it shall be assignable by **SPECLIN** without the prior consent of **PROVIDER**, its successors and assigns.

9. HEIRS AND ASSIGNS:

Subject to the provisions regarding assignment contained in Paragraph 7 of this Agreement, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns, of the respective parties, provided approval has been obtained when required by other provisions of the Agreement.

10. GOVERNING LAW:

The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties under this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, "SPECLIN" has caused this Agreement to be executed and its corporate seal to be hereunto affixed by its duly authorized President, and "PROVIDER" has caused this Agreement to be executed and its corporate seal, when required, to be hereunto affixed by its duly authorized President and Secretary, the day and year first above written.

ATTEST:

BILLING & MANAGEMENT SERVICES
a division of SPECLIN, INC.

Joan C. Pologruto, Secretary/Treasurer

Richard J. Pologruto, President

(CORPORATE SEAL)

Date: _____

ATTEST:

Ronald E. Dinsmore
Ronald E. Dinsmore, City Clerk

"City Of Jeannette"

Carl Matt
Carl Matt, Mayor and President of Council

(CORPORATE SEAL)

Date: 12-6-99

