

PARTICIPATING PROVIDER AGREEMENT

1. Parties. This Participating Provider Agreement (“Agreement”) is made by and between:

Missouri EMS Agent Corporation, AND
a Missouri Nonprofit corporation
Address: 236 Metro Drive
Jefferson City, MO 65109

“Provider”

a _____

Address: _____

2. Background. Missouri EMS Agent Corporation has entered into an agreement with the Missouri Department of Mental Health (“DMH”) to administer a program which provides reimbursement for transportation of non-insured or non-covered behavioral health patients by ambulance to the most appropriate facility for service (“Program”). Provider provides emergency medical service (“EMS”) transportation to patients eligible for the Program (“Eligible Patients”) and wishes to participate in the Program to receive reimbursement for transportation of Eligible Patients.

3. Term and Termination.

a. This Agreement shall be effective on the date set forth on the signature page of this Agreement (“Effective Date”). The term of this Agreement shall be one (1) year commencing on the Effective Date, unless sooner terminated as provided in this Agreement (the “Initial Term”). After the expiration of the Initial Term, the Agreement shall automatically renew for successive terms of one (1) year each, unless this Agreement is sooner terminated as provided in this Agreement.

b. This Agreement may be terminated by either party at any time, with or without cause, upon sixty (60) days’ prior written notice to the other party. Missouri EMS Agent Corporation may terminate this Agreement immediately upon written notice to the Provider if the Provider is: (i) in material breach of this Agreement; or (ii) is suspected of posing imminent harm to patient health or committing fraud or malfeasance; or (iii) becomes insolvent or has bankruptcy proceedings initiated against it; or (iv) has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any Medicare or Medicaid program. Missouri EMS Agent Corporation may also terminate the agreement pursuant to Section 8, below.

4. Services. As a participant in this Program, Provider shall provide transportation to Eligible Patients (the “Services”) in accordance with all applicable laws, generally accepted standards of practice for such transports, and the terms and conditions of this Agreement.

5. Terms and Conditions. Provider agrees to comply with the following terms and conditions as a condition of participating in the Program.

a. Provider shall review and submit claims to the Program in compliance with applicable Missouri EMS Agent Corporation policies and procedures (“Policies and Procedures”), the Behavioral Health Program for Non-Insured or Non-Covered Provider Manual (“Provider Manual”), and any guidance distributed by Missouri EMS Agent Corporation to

participating providers, as they relate to the Program, including any future amendments to such Policies and Procedures, Provider Manual, and guidance (hereinafter referred to collectively as "Program Requirement(s)"). Missouri EMS Agent Corporation may deny any claim submitted by Provider if it determines, in its sole discretion, that such claim does not meet any Program Requirement(s).

- b. Provider represents, warrants, and covenants that, at all times while participating in the Program, Provider and all employed or contracted Provider staff and personnel shall, as applicable to the transports covered by the Program, satisfy all of the following qualifications: (i) have a current and unrestricted license to practice his or her profession in the state of Missouri; (ii) not be under threat of disciplinary action or not be expelled, suspended, or finally disciplined by any government organization; and (iii) have necessary and requisite training and skill and devote such time and effort as needed to perform the Services in a competent, efficient, safe, professional, and satisfactory manner, consistent with any applicable laws and accepted standards of practice. Provider will provide documentation to Missouri EMS Agent Corporation demonstrating compliance with the foregoing upon request.
- c. Provider shall create and maintain for a period of five (5) years an accurate record of Services provided by Provider in connection with the Program and this Agreement. All such records shall include the information and documentation required by applicable law and the Program Requirement(s) and shall be open for inspection and copying by Missouri EMS Agent Corporation upon reasonable notice.
- d. Provider shall comply with all applicable federal, state, and local laws and regulations applicable to Provider and shall obtain and maintain all applicable permits and licenses required in connection with its obligations under this Agreement. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder from and after the compliance date of such requirements, and/or any other applicable federal and state privacy and/or security requirements.
- e. Provider agrees that by submitting claims to the Program, Provider represents and warrants that it has verified the eligibility of patients and that all other Program Requirements have been met. If Missouri EMS Agent Corporation determines that a patient was not eligible or any other Program Requirement(s) were not met, such Services shall not be eligible for payment under the Agreement, and if paid, a refund may be requested by Missouri EMS Agent Corporation or the funds may be recouped in accordance with Section 5.f and applicable law.
- f. Provider agrees to accept payment from Missouri EMS Agent Corporation as payment in full for the Services and shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the Eligible Patient, unless the claim for payment is denied by Missouri EMS Agent Corporation or withdrawn by the Provider pursuant to Section 7. The rate of reimbursement for Services will be established and determined by Missouri EMS Agent Corporation in accordance with its agreement with DMH. Provider acknowledges that all claims submitted for Services

related to the Program and this Agreement are subject to post-payment review. In the event Missouri EMS Agent Corporation determines Provider has received an overpayment, Provider agrees to: (i) reimburse Missouri EMS Agent Corporation for the amount of such overpayment within 60-days of receiving notice of the overpayment; or (ii) permit Missouri EMS Agent Corporation to offset any future payments due to Provider by the amount of such overpayment. If Provider discovers that it has received a payment on a claim that was not eligible for payment under this Agreement, Provider shall make a full refund to Missouri EMS Agent Corporation within 60 days of discovery.

6. Non-Discrimination. In the performance of this Agreement, the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or other protected class in any manner prohibited by federal or state laws.

7. Appropriation of Funds. This Agreement is subject to the appropriation and availability of State funds. In the event funds are not appropriated or are otherwise unavailable, Missouri EMS Agent Corporation reserves the right to immediately terminate this Agreement. If at any time State-appropriated funds are insufficient for payment to Provider for Services under this Agreement, Provider agrees to accept payments reduced in proportion to the funding deficiency or may withdraw its claim for payment by submitting written notice to Missouri EMS Agent Corporation.

8. Dispute Resolution. The parties agree to attempt to resolve any disagreement or dispute promptly and in good faith, and to make themselves available for business discussions intended to resolve any such disagreement or dispute. If the parties are unable to arrive at a mutually satisfactory resolution of a dispute through good faith business discussions, either party may make a request in writing to mediate the dispute. In any mediation the parties shall use the services of a dispute resolution service mutually acceptable to the parties. It is understood that any dispute arising under this Agreement which the parties are unable to resolve as a result of negotiation or mediation shall be subject to arbitration as provided by the Federal Arbitration Act and not by lawsuit or resort to court process except as Missouri law provides for judicial review of arbitration proceedings. Such arbitration shall be before an arbitration service mutually acceptable to the parties. Any arbitration award shall be final and binding, and judgment may be entered thereon in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to its reasonable costs and fees, including attorney's fees.

9. Miscellaneous.

- a. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- b. Any notices or other communications permitted or required by this Agreement shall be in writing and shall be given by personal delivery, by overnight delivery service which provides evidence of delivery or by certified mail, postage prepaid, to the other party at the address shown in this Agreement, or at such other address as one party may from time to time provide to the other for this purpose.

- c. This Agreement shall be governed in all respects, including validity, interpretation, and effect in accordance with the laws of the State of Missouri.
- d. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.
- e. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.
- f. This Agreement may be amended in a writing mutually agreed upon by the parties. The parties agree that this Agreement shall be subject to (i) amendments in any applicable federal, state, or local laws and regulations, and (ii) new legislation and/or regulations.
- g. Any provision of law or regulation that invalidates or otherwise is inconsistent with the terms of this Agreement or that would cause one or both of the parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement, provided that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of such law or regulation.
- h. Provider may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of Missouri EMS Agent Corporation. Any purported assignment or delegation in violation of this Section shall be null and void.
- i. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement.
- j. The provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement as of the date written below.

MISSOURI EMS AGENT CORPORATION PROVIDER

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____



Missouri EMS Agent
Corporation

EMS Service Contact Information

Ambulance Name: _____

NPI Number: _____

Please provide the contact information below for the person or persons that will be responsible for submitting claims for this program and responsible for this contract/banking information.

Contact Person' Name: _____

Job Title: _____

Office Phone: _____ Ext: _____

Cell Phone: _____

Email: _____

Mailing Address: _____

Contact Person' Name: _____

Job Title: _____

Office Phone: _____ Ext: _____

Cell Phone: _____

Email: _____

Mailing Address: _____

ACH (DIRECT DEPOSIT) MAILING INSTRUCTIONS

AMBULANCE SERVICE NAME: _____

TITLE XIX MO HEALTHNET PROVIDER #: _____

☐ I hereby authorize/direct the Missouri EMS Agent Corporation to transfer by automated clearinghouse (direct deposit)

Date to be put into effect: _____

DIRECT DEPOSIT INFORMATION

DUE TO: **PRIMARY BANK NAME** _____

ADDRESS: _____

CITY, STATE, ZIP: _____

ABA # _____

This address for the primary bank is now **REQUIRED** by Banks for security purposes.

PAY TO: **SECONDARY BANK NAME
(IF APPLICABLE):** _____

BANK ADDRESS: _____

CITY, STATE, ZIP: _____

ABA # _____

This address for the secondary bank (if applicable) is now **REQUIRED** by Banks for security purposes.

CREDIT: **AMBULANCE SERVICE ACCOUNT NAME:** _____

ACCOUNT NUMBER: _____

Please provide mailing instructions for any correspondence that may need to be mailed or if a paper check would need to be mailed for any reason.

EVERYONE FILLS THIS OUT:

MAILING INSTRUCTIONS

MAIL TO: _____

Mail completed form to:

Missouri EMS Agent Corporation
236 Metro Drive
Jefferson City, Missouri 65109

Signature

Title

Date