

**POINT COMFORT UNDERWRITERS, INC. (PCU) DIRECT BILL ARRANGEMENT
FOR THE OFFICE OF REFUGEE RESETTLEMENT (ORR) REFUGEE MEDICAL ASSISTANCE PROGRAM**

RECITAL

This Direct Bill Agreement (Agreement) by and between Point Comfort Underwriters, Inc. (hereinafter referred to as "PCU") and the City of Columbia, Missouri, on behalf of the **COLUMBIA/BOONE COUNTY DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES** (hereinafter referred to as "Provider") is effective **on the date of the last signatory noted below**.

Whereas, PCU has been retained by the U.S. Committee for Refugees and Immigrants ("USCRI") as the third-party administrator for the Refugee Medical Assistance program sponsored by the Office of Refugee Resettlement ("ORR"), Department of Health and Human Services;

Whereas, **PROVIDER** is a **public health department**;

Whereas, PCU and **PROVIDER** desire to enter into this Agreement;

Now, therefore, for and in consideration of the mutual covenants herein, the Parties agree as follows:

PURPOSE

The purpose of this Agreement is to facilitate a system to provide refugees medical services while providing a direct billing arrangement for Providers of those medical services.

PCU RESPONSIBILITIES

PCU will provide refugees with an ID document to confirm eligibility and, when needed, a pre-certification number to confirm treatment has been approved for each visit, treatment or service requiring pre-certification.

PROVIDER RESPONSIBILITIES

PROVIDER agrees to provide health care services to refugees with an ID document to confirm eligibility and a pre-certification to confirm treatment has been approved, when applicable. **PROVIDER** acknowledges that services provided that are not medically necessary or approved via pre-certification will not be reimbursed. The prior approved pre-certification requirement is waived only for Emergency Care and services outside of the services that require pre-certification.

The following services/treatments must always be pre-certified:

<i>Inpatient care</i>	<i>Artificial limbs</i>
<i>Any surgery or surgical procedure</i>	<i>Prosthetic devices</i>
<i>Care in extended care facility</i>	<i>Computerized Tomography (CAT Scan)</i>
<i>Hospice care</i>	<i>Magnetic Resonance Imaging (MRI)</i>
<i>Home nursing care</i>	<i>Human Organ/Tissue Transplants</i>
<i>Chiropractic care</i>	<i>Mental health care</i>
<i>Physical therapy</i>	<i>Durable Medical Equipment</i>
<i>Occupational therapy</i>	
<i>Speech therapy</i>	
<i>Allergy testing</i>	

Emergency Care shall refer to services provided for a medical condition of a recent onset and severity, including but not limited to severe pain, which would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in:

- Placing the patients' health in serious jeopardy;
- Serious impairment to bodily functions;
- Serious dysfunction of any bodily organ or part;
- Serious disfigurement; or
- In the case of a pregnant woman, serious jeopardy to the health of the fetus.

PROVIDER agrees not to balance bill any party for the difference between the total billed charges and the agreed reimbursement described in **Exhibit A**.

PROVIDER agrees to be available to provide services to refugees during regular office hours, or during the regular operating hours of the medical facility in the event of hospitalization or surgery. Appointment and waiting times shall be consistent with those for all other patients. **PROVIDER** shall not discriminate in the treatment or quality of care provided to refugees on the basis of race, color, national origin, gender, age, disability, political beliefs, religion, sexual orientation, place of residence, source or payment or health status.

PAYMENT OF CLAIMS

PROVIDER agrees to notify PCU of a claim within 365 days of treatment. **PROVIDER** agrees to follow billing guidelines as described on the ID document presented at the time of treatment and submit claims one of the following ways:

Electronic (837) Payer ID: PCU02

Point Comfort Underwriters, Inc.
PO Box 211745
Eagan, MN 55121

Assuming treatment has been approved (Pre-certification), according to guidelines presented in the section of this Agreement titled **PROVIDER** Responsibilities, and that **PROVIDER** has submitted a Clean Claim (as herein defined), PCU agrees to process payment to the **PROVIDER**, along with access to an Explanation of Benefits, within thirty (30) days of receipt of the Clean Claim.

It is understood that PCU is merely a Third-Party Administrator and not an insurer. PCU has no liability to pay any claim to **PROVIDER** unless and until such funds have been received by PCU from USCRI or ORR.

A Clean Claim shall be defined as a completed CMS1500 or UB-04 or its successor format including electronic equivalent that contains all of the applicable elements listed in EDI Health Care Claim Transaction set (837).

If PCU determines that **PROVIDER** has not submitted a Clean Claim, PCU shall, within 30 days, notify **PROVIDER** of the missing Clean Claim elements that are necessary to pay the claim.

REPRESENTATIONS

Each party represents to have the necessary power, approvals and authority to enter into this contract. Each party will perform their duties in a timely and competent manner.

PROVIDER represents to be a facility duly licensed to practice medicine in the state of **MISSOURI** and is in good standing with such state's applicable licensing board.

PROVIDER represents that it will maintain, at all times while this Agreement is in effect, malpractice insurance or self-insurance covering all aspects of provider's practice and that such malpractice insurance provides the minimum limits necessary to comply with all applicable state laws.

TERMS OF AGREEMENT

This Agreement takes effect from the date of the last signator for a period of one (1) year and automatically renews each year for a further one (1) year period unless terminated sooner by either party by giving written notice of intent thirty (30) days prior to the effective date of the termination.

THIRD PARTY BENEFICIARIES

Except as otherwise specifically provided in this Agreement, the parties have not created and do not intend to create by this Agreement any rights in other parties as third-party beneficiaries of this Agreement.

RELATIONSHIP OF PARTIES

PCU and **PROVIDER** are separate and independent entities. The relationship between the parties is purely contractual and the parties acknowledge that none of the provisions of this Agreement is intended to create, and none shall be deemed or construed to create, any relationship – including, but not limited to, any agency, or joint venture, or employer-employee relationship, among the parties – other than that of independent contractors.

NOTICES

Notices or communications to be given under this Agreement shall be given to the respective parties in writing either by personal delivery, overnight delivery service, or registered or certified mail, return receipt requested, postage prepaid, as follows:

To **PROVIDER**:

**COLUMBIA/BOONE COUNTY DEPARTMENT
OF PUBLIC HEALTH AND HUMAN SERVICES
1005 W WORLEY ST
COLUMBIA, MO 65203
Attention: Director**

To PCU:

Point Comfort Underwriters
306 Prospect St #100
Indianapolis, IN 46225
Attention: CEO/Executive Director

or at such other addresses and to such other persons as either party may time to time designate by notice given as provided by this section. Such notices or communication shall be deemed to have been received no later than five (5) days after deposit in United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or one (1) day after delivery to an overnight delivery service, whichever occurs first.

GOVERNING LAW AND VENUE

This Agreement shall be governed in all respects by **MISSOURI** state law and, where preempted, by applicable federal law. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other term or provision. Venue of any dispute arising from this Agreement shall be in **BOONE COUNTY, MISSOURI**. The parties hereto expressly submit to the personal jurisdiction of **COLUMBIA, BOONE COUNTY, MISSOURI**.

WAIVER

Waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent, or subsequent breach. None of the provisions of this Agreement shall be considered waived by any party except when such waiver is given in writing.

FORCE MAJEURE

If any party fails to perform its obligations under this Agreement (except for the obligation to pay money) because of strikes, accidents, act of God, weather conditions, or action or inaction of any governmental body or other proper authority or other causes beyond its control, then such failure to perform shall not be deemed a default under this Agreement and shall be excused without penalty until such time as said party is capable of performing.

ENTIRE AGREEMENT

This Agreement, any amendments or addenda hereto, and any exhibits specifically made a part of this Agreement, constitute the entire agreement among the parties regarding the subject matter of this Agreement and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, whether oral or written. This Agreement may be amended or modified only by a writing duly executed by all parties.

SEVERABILITY

If any part, term, or provision of this Agreement is adjudged by any court or administrative agency to be illegal or in conflict with any applicable law or regulation, the particular part, term or provision held to be invalid, if mutually agreed by the parties, may be deleted or amended to conform to the minimum requirements of such law or regulation. If the parties do not so mutually agree, such particular part, term or provision shall be ineffective to the extent of its invalidity. The invalidity of any part, term or provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

CONFIDENTIALITY

Provider is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. PCU and Provider shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. The Parties shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services.

SURVIVAL OF REPRESENTATIONS

The representations and warranties set forth in this Agreement shall be continuing and shall survive the termination of the Agreement.

FURTHER ACTS

The parties agree to cooperate fully with each other to take such further action as is reasonably necessary or appropriate to implement this Agreement.

HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

NON-EXCLUSIVITY

This Agreement is not exclusive, and nothing in this Agreement precludes any party from contracting with any other person or entity for any purpose.

MARKETING

PCU will not use **PROVIDER's** trademarks, copyrights, logos, slogans, or other proprietary interests, or make any mention of the terms or subject matter of this Agreement without first obtaining **PROVIDER's** written approval.

NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

[SIGNATURE PAGE FOLLOWS]

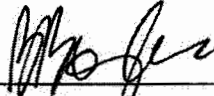

Point Comfort Underwriters	CITY OF COLUMBIA, MISSOURI, on behalf of the COLUMBIA/BOONE COUNTY DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
By: <u></u> Betsy Brougher, President	By: _____ Mike Matthes, City Manager
Date: <u>12/7/18</u>	Date: _____
	ATTEST: _____ Sheela Amin, City Clerk
	APPROVED AS TO FORM: _____ Nancy Thompson, City Counselor/rw 

Exhibit A

**POINT COMFORT Underwriters, INC (PCU) DIRECT BILL AGREEMENT
PROGRAM(S): REFUGEE MEDICAL ASSISTANCE**

**CITY OF COLUMBIA, MISSOURI, on behalf of the COLUMBIA/BOONE COUNTY
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES:**

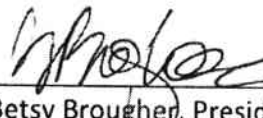
Point Comfort Underwriters agrees to reimburse **PROVIDER** as follows:

<u>DESCRIPTION</u>	<u>REIMBURSEMENT RATE</u>
<i>Pre-certified/medically necessary medical services</i>	<i>80% Medicare Fee Schedule</i>

This agreement is made only for the programs identified above.

Point Comfort Underwriters

**COLUMBIA/BOONE COUNTY
DEPARTMENT OF PUBLIC HEALTH
AND HUMAN SERVICES**

By: 
Betsy Brougher, President

By: _____
~~Mike Matthes~~, City Manager

Date: 12/7/18

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw 