

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

WHEREAS, the Tribal Council is advised by the Director of the White Mountain Apache Emergency Medical Services Program that an opportunity exists for the EMS Program to enter into a cooperative agreement with the Gila River Medical Transportation Program and the San Carlos Apache Emergency Medical Service Program, which cooperative agreement would bring the resources of the three (3) EMS Programs together in an effort to recover billable expenses from certain individuals served by the programs and thereby reduce the program's/service cost; and

WHEREAS, the Tribal Council has reviewed the proposed contract, a copy of which is attached hereto and incorporated herein by reference and is of the opinion that said agreement is in the best interest of the White Mountain Apache Medical Services Program.

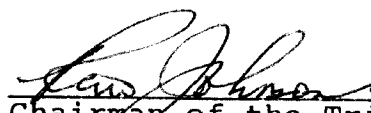
THEREFORE BE IT RESOLVED that the White Mountain Apache Tribal Council hereby authorizes the Tribal Chairman with the assistance of the Acting Director of the White Mountain Apache Emergency Medical Services Program to negotiate the final terms of the cooperative agreement referenced herein and after consultation with the Tribal Legal Department of the White Mountain Apache Tribe, to take any and all actions deemed necessary to execute the same on behalf of the White Mountain Apache Emergency Medical Services Program.

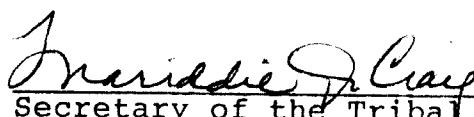
The foregoing resolution was on April 11, 1990, duly adopted by a vote of nine for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (b) of the Amended Constitution and Bylaws of the Tribe, ratified by the Tribe June 27, 1958, and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat.984).

RECEIVED

JUL - 8 1990

Fort Apache Indian Agency
Whittier, Arizona


Chairman of the Tribal Council


Secretary of the Tribal Council

COOPERATIVE BILLING AND COLLECTION AGREEMENT

AGREEMENT made this 1st day of June, 1990 between the following parties:

1. White Mountain Apache Emergency Medical Services of Whiteriver, Arizona, P.O. Box 1210, County of Navajo, State of Arizona; and
2. The San Carlos Apache Emergency Medical Services of San Carlos, Arizona, P.O. Box 0, County of Gila, State of Arizona; and
3. The Gila River Indian Community Medical Transportation Program of Sacaton, Arizona, P.O. Box 7, County of Pinal, State of Arizona;

herein referred to collectively as the Board of Directors and individually as Members of the BILLING/COLLECTIONS COOPERATIVE.

ALL PARTIES, as designated above and any future parties to this Agreement, are herein referred to as Members, and in consideration of the mutual covenants and stipulations set out herein, AGREE AS FOLLOWS:

PURPOSE

Each of the members delivers emergency medical care and transportation to the communities within their respective service areas and in the performance of their responsibilities the members incur financial expenses which in many cases are reimbursable by the individuals receiving the service. These reimbursable expenses are herein designated "billable resources". It is the purpose of this Agreement to bring together the combined knowledge and resources of each member of this Cooperative in order to improve the recovery of billable resources for all Members and to reduce the individual member Program/Service cost, and thereby facilitate the delivery of enhanced services to the communities being served.

COOPERATIVE DESCRIPTION

The San Carlos Apache EMS, the Gila River MTP and the White Mountain Apache EMS Programs will provide the nucleus for the

development of the Cooperative and will be responsible for the recruitment of other Members. The Cooperative will function as a separate entity with its own staff of one and one half (1 1/2) personnel (initially), and the Cooperative responsibility will be the collection and distribution of all billable resources for its Members. The overall management of the Cooperative will be the responsibility of the Board of Directors, comprised of the Program Managers from the member programs listed above. The Cooperative office will be located at the Hu Hu Kam Memorial Hospital, at Indian Health Service Facility, within the offices of the Gila River Medical Transportation Program. The personnel of the Cooperative will receive direct supervision from the Program Director of the Gila River Medical Transportation Program. Those employees will be employees of the Gila River Indian Community (G.R.I.C.) and will function under the G.R.I.C. Policies and Procedures Manual as a guide to their employment.

SERVICES AND OBLIGATIONS

Upon submission to the Cooperative by any member of documentation evidencing a billable resources claim, the Cooperative will provide the following services to its Members:

1. Immediate billing and collection of documented claims from a centralized office, and immediately, but no later than seven days after collection, forward all collected proceeds to the respective Members after proper posting; and
2. Complete all forms as necessary for successful collections; and
3. Provide on a quarterly basis an accounting and report to each of its Members showing the claims submitted by the member and the proceeds collected on behalf of each member minus deductions; and
4. Prepare and provide to each Member a monthly ambulance report.

The Members will provide to the Cooperative the following:

1. A Power of Attorney (Limited) authorizing the Cooperative to act in each Member's behalf, in all matters of collections and for the receiving of and proper handling of all payments and correspondence pertaining to collections, but only as expressly set forth in the Power of Attorney; and
2. Provide to the Cooperative all patient information necessary for proper billing, i.e.: services performed,

mileage, verification, prior authorization, etc.; and

3. Provide all ambulance activity information for input into the computer for monthly reporting purposes.

COOPERATIVE PARTICIPATION FEE

The Cooperative will provide billing and collections for all Members for the following fee consideration:

1. Each Member will pay a percentage (See illustrative example below) of the billable resources collected by the cooperative on that members behalf which percentage will equal the percentage ratio that the total dollars collected by the Cooperative for each member bears in relation to the total cost of the cooperatives annual operational expenses; and
2. Each Member will pay an additional amount as set forth below, to offset the added travel cost of the Cooperative staff for Members' staff inservice training and other incidental costs not provided for in the first year budget.

For sums collected of \$10,000 or less the Member will pay \$200 in addition to the prescribed percentage. For sums in excess of \$10,000 the Member will pay \$200 plus .25%, not to exceed a total of \$400 for each Member per year, plus the percentage share in the costs incurred in the collections effort.

Any funds carried over at the end of the contract year will be used to the benefit of the cooperative and its Members.

EXAMPLE 1: \$360,000 total collected by the COOP.
 \$ 36,000 x Member's collected share (10% of total)
 50,188 x Total Annual Operating Cost

The Members share is 10% of the total collected, and therefore represent 10% of the Operational costs, plus \$200, plus .25% or \$90. The total due the Cooperative: 10% of operations cost of \$50,188 equals \$5,018.80 plus \$200 plus 90, for a total of \$5,308.80 x Member fee.

EXAMPLE 2: \$360,000 total collected
 \$120,000 x Member's collected share (33.33% of total)
 50,188 x Total Annual Operating Cost

The Member share 33.33% plus \$200, plus .25% or \$300. The total due the Cooperative 33.33% of

\$50,188 equals \$16,727.66, plus \$200, plus \$300 (the maximum of 400) or a total of \$17,127.66 x Member's fee.

ASSIGNMENT OF INTEREST

Neither the Cooperative nor any Member shall assign its interest in this Agreement without the written consent of the other members, except that any member may assign the proceeds collected by the cooperative on that members behalf.

JURISDICTION AND GOVERNING LAW

For purposes of resolution of disputes arising out of this agreement, the Members accept the jurisdiction of either the White Mountain Apache Tribal Court or the San Carlos Apache Tribal Court or the Gila River Indian Community Court on the following basis:

Should a dispute arise within the Board of Directors, the Court of the board member not involved in the dispute will have jurisdiction. If the dispute involves all board members, then the board by majority vote shall select the tribal court of one of the members as the appropriate court. This Agreement is to be construed and governed by the laws of the aforementioned tribes.

TERMINATION

This Agreement may be terminated upon majority agreement of the Board of Directors. Otherwise, any member may withdraw from the Cooperative by 60 days written notice to the other members evidencing an intention to withdraw.

SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of any of the Cooperative Members, or their respective agents, employees or attorneys, for any purpose whatsoever.

MERGER OF AGREEMENTS

This instrument contains the entire Agreement between the Cooperative, its Board of Directors and its Membership. There are

