

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda JUNE 27, 2016 6:30 PM

1. Discussion Items
2. Motion Items
 - (a) Motion to approve the City Manager to enter into a Tri-C student memorandum of understanding for Agar and Storch
 - (b) Motion to allow the city manager to enter into an agreement with Medi-count Management to continue to provide third party billing service for EMS revenue collections.
3. Review Legislation
4. General Discussion
5. Executive Session
 - (a) Motion to go into an Executive Session for the purpose to discuss imminent litigation as well as the appointment, employment, dismissal, discipline, demotion or compensation of a public employee.
6. Adjournment

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 06/27/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Anthony J. Bales, City Manager

COPY: Mayor Ron Falconi

MOTION: Motion to approve the City Manager to enter into a Tri-C student memorandum of understanding for Agar and Storch

BACKGROUND: BFD has sent two of its new lieutenants to the Tri-C fire instructor class as required for their lieutenants probationary year. This MOU allows our current instructors to get CEU for observing the student as they teach classes to complete their course.

PURPOSE AND EXPLANATION: See initial note

IMPLEMENTATION SCHEDULE: Immediate approval of the motions.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION: Move to allow the Cm to enter into the MOU with Tri-C

ADDITIONAL INFORMATION: NA

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 06/27/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Anthony J. Bales, City Manager

COPY: Mayor Ron Falconi

MOTION: Motion to allow the city manager to enter into an agreement with Medi-count Management to continue to provide third party billing service for EMS revenue collections.

BACKGROUND: The Brunswick Fire Department currently charges for its EMS transport services. We do this via MediCount who bills the patients insurance or Medicare for predetermined amounts allowable by the insurers policy. This revenue in turn goes into the Fire Department budget to support our fire department operations. This reveunue source generates about \$480,000.00 annually.

PURPOSE AND EXPLANATION: See previous notes

IMPLEMENTATION SCHEDULE: Immediate upon council motion to approve,

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

ADDITIONAL INFORMATION: NA

CLIENT SERVICES AGREEMENT

This Agreement is made and entered into as of the ____ day of ____, 2016 by and between Medicount Management, Inc. ("Medicount") and the CITY OF BRUNSWICK, MEDINA COUNTY, OHIO ("EMS Agency").

WHEREAS, EMS Agency provides emergency medical services ("EMS Services"); and

WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EMS Services according to the terms and conditions contained in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Billing Services. Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EMS Services. As the billing agent, Medicount will provide all billing services on behalf of EMS Agency for the EMS Services and will manage the accounts receivable for the EMS Services (collectively, the "Billing Services"). Such Billing Services shall include those services described in Exhibit A attached hereto, as the same may be modified from time to time.

2. EMS Agency Obligations. EMS Agency will use Medicount as its exclusive billing agent. To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will, at a minimum fulfill the obligations set forth in Exhibit B attached hereto, as the same may be modified from time to time.

3. Compensation.

a. In exchange for the provision of the Billing Services, Medicount shall receive (i) a base rate fee equal to **6.5%** of the gross amount collected by Medicount and/or EMS Agency for the EMS Services, (less refunds or "take-backs"), but not including any deductions incurred by Medicount or EMS Agency for expenses and/or processing fees in collecting the monies owed for the EMS Services, plus (ii) any additional fees set forth herein or in any exhibit or addenda attached hereto (collectively, the "Medicount Compensation").

b. EMS Agency will also be responsible for any third party costs incurred by Medicount in performing the Billing Services under this Agreement including, but not limited to (i) any fees or charges assessed by governmental agencies or insurance agencies for required provider numbers, licensing, certification, and recertification applications; (ii) any dramatic increases in US Postal rates and/or shipment rates; (iii) any ePCR billing software or hardware used by EMS Agency which is charged to or paid by Medicount; (the "Third Party Costs"). Notwithstanding the foregoing, Medicount will provide to EMS Agency with written notice of any known increases in any Third Party Costs at least thirty days (30) days prior to such additional costs being assessed under this agreement. Such Third Party Costs shall be invoiced by Medicount to EMS Agency monthly as the costs are incurred.

4. Collection of Funds.

a. Medicount will process all payments received by it from patients, third party payers or other billed parties for EMS Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. EMS Agency hereby acknowledges that it may, from time to time, receive payments directly from insurance companies, billed parties and/or governmental agencies for EMS Services. EMS Agency shall keep records as to all payments received and shall immediately forward payments to Medicount for processing.

b. Medicare and Medicaid will remit all payments directly to the EMS Agency daily without any deduction for costs or expenses. Unless EMS Agency has elected to use a lock box to facilitate its receipt of payments, EMS Agency acknowledges that Medicount may receive all remaining funds for EMS Services. Such funds will be remitted to EMS Agency monthly by U.S. mail no later than the 25th day of each calendar month based upon funds received by Medicount or EMS Agency through the end of the preceding month. Medicount will invoice the EMS Agency monthly for all costs or fees owed by the EMS Agency to Medicount for the services, software or other fees due hereunder.

c. Credit Cards: EMS Agency authorizes Medicount to accept credit card payments for the EMS Services. All credit card payments will be made directly to Medicount's credit card depository account and shall be remitted to EMS Agency as set forth herein. The credit cards accepted by Medicount include: MasterCard, Visa, Discover and American Express. No other credit cards will be accepted by Medicount. EMS Agency will pay no expense for the acceptance of credit cards.

5. Reporting.

Medicount will provide EMS Agency with commercially reasonable access via the Internet to review standard billing reports. Additional reports on an ad hoc basis will be provided to EMS Agency as requested at no additional cost unless the reports requested are out of the normal course of the EMS billing business.

6. Security.

a. The parties hereby acknowledge that certain of the information provided by EMS Agency to Medicount may contain Protected Health Information ("PHI") defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Clinical Health Act (the "HITECH Act"). In providing the Billing Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, Medicount shall be subject to and shall execute the Business Associate Addendum attached hereto as Exhibit "C."

b. EMS Agency acknowledges that it shall be responsible for the maintenance of all PHI maintained and/or stored by EMS Agency. To the extent that Medicount provides any collection devices to assist in the facilitation of the Billing Services hereunder, EMS Agency shall be responsible for all activity of its users. EMS Agency shall immediately notify Medicount and use its best efforts to cease any of the following events: (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Billing Services; or (iv) any loss or theft of any hardware device

on which a user has access to PHI and/or any other information relevant to the Billing Services (collectively a "Security Breach Event"). If any Security Breach Event involves PHI and/or other personally identifiable information, EMS Agency shall comply with all applicable notification requirements including, but not limited to the breach notification requirements under the HITECH Act and/or any notification requirements. To the extent that any patient requests and/or requires any identity theft protection in connection with the disclosure of any PHI or personally identifiable information as the result of any Security Breach Event, EMS Agency shall be responsible for any and all costs related to such protection.

7. Upon any termination of this Agreement, Medicount shall return to EMS Agency all records pertaining to the Billing Services including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records pertaining to the Billing Services. Such records shall be maintained and archived for the minimum period established by law.

8. Exclusionary Rule Warranty. EMS Agency hereby acknowledges that the Office of Inspector General ("OIG") has developed the "Exclusionary Rule" which prohibits payment by Federal health care programs for items or services furnished by persons who have been excluded from participation in Federal health care programs. In connection with such Exclusionary Rule, OIG has developed a List of Excluded Individuals/Entities ("LEIE") that provides information to the health care industry, patients and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid and all other Federal health care programs. EMS Agency hereby represents and warrants that (a) it has checked the LEIE to confirm that none of its employees and/or agents are included on such list or are otherwise prohibited from participating in Federal health care programs; (b) it will check the LEIE every six (6) months to confirm that none of its employees and/or agents have been added to such list or are otherwise prohibited from participating in Federal health care programs; and (c) it will check the LEIE prior to hiring any new employee to confirm that such candidate is not identified on such list or is otherwise prohibited from participating in Federal health care programs.

9. Term. This Agreement shall commence upon the date first written above and shall continue for a period of **Four (4) years (the "Term Commencement Date")**. This Agreement may also be terminated upon a material breach by either party under this Agreement if such breaching party fails to cure such default within ten (10) days of written notice of such default if such default is the non-payment of fees or sixty (60) days of written notice of default for any other material default.

10. Effect of Termination. Upon any termination of this Agreement or upon its expiration, the parties hereby agree to the following terms and provisions:

a. Medicount shall continue to provide the Billing Services at the then-current rates for a period of one hundred eighty (180) days after the effective date termination or expiration (the "Wind Down Period") solely to submit invoices for EMS Services rendered prior to the termination date and to collect the EMS Agency's accounts receivable relating to such EMS Services ("Existing Accounts Receivable").

b. EMS Agency expressly agrees to cooperate and assist Medicount with its performance during the "Wind Down Period" and will timely report, or cause to be reported, all payments received by EMS Agency related to the Existing Account Receivable.

c. Upon the expiration of the Wind Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EMS Services and/or Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount..

d. Except for the foregoing or for such other matters as the parties may agree in writing, Medicount shall have no further obligation to provide any Billing Services to EMS Agency. EMS Agency may negotiate with Medicount for additional transitional services or for the provision of additional data after the date of termination at EMS Agency's expense.

11. Intellectual Property Protection. EMS Agency hereby acknowledges that in connection with this Agreement, EMS Agency may have access to certain business methods, software, and processes used by Medicount in connection with the performance of the Billing Services hereunder (the "Proprietary Information"). Such Proprietary Information is confidential to Medicount. EMS Agency hereby acknowledges that Medicount owns all rights, title, and interest in such Proprietary Information. If EMS Agency is ever held or deemed to be the owner of the Proprietary Information, EMS Agency hereby irrevocably assigns to Medicount all such rights, title and interest and agrees to execute all documents necessary to implement and confirm the intent of this Section. EMS Agency shall keep all Proprietary Information confidential and further agrees not to use or disclose any Proprietary Information except as permitted hereunder.

12. Limitation on Liability. Medicount shall defend, indemnify and hold EMS Agency harmless from all claims arising out of or related to the performance of Medicount of its services under this Agreement except to the extent such claims result from the negligence or unintentional conduct of the EMS Agency.

13. Contractor Relationship. Medicount is acting as an independent contractor of EMS Agency and it is not nor shall it act as, an employee of EMS Agency. Nothing in this Agreement shall be construed to create any partnership between the parties.

14. Notice. Any notice given under this Agreement shall be in writing and delivered to the other party by certified, registered or express mail, return receipt requested or by Federal Express to the address set forth by each party's signature. Either Party may change the address to which notice or payment is to be sent by written notice to the other.

15. Miscellaneous.

a. Entire Agreement. This Agreement, including any exhibits, states the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior written and verbal understanding of the parties with respect hereto. Any amendments or changes to this Agreement must be in writing and executed by both parties hereto.

b. Governing Law. This Section shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The parties further agree that any dispute arising out of or related to this Agreement shall be resolved in the

state or federal courts located in Medina County, Ohio and EMS Agency expressly consents to jurisdiction therein.

c. Assignment. This Agreement may not be assigned by either party in whole or in part without the express written consent of the other party hereto; provided, however, that if Medicount sells substantially all of its assets may assign this Agreement to any purchaser of the assets of Medicount unless EMS Agency elects to terminate the Agreement as of the effective date of the sale of the assets.

d. Severability. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall be continued in effect as though such provisions were deleted.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date first set forth above.

**EMS AGENCY:
CITY OF BRUNSWICK**

MEDICOUNT MANAGEMENT, INC.

By: _____ ☒

Print Name: _____ ☒

Title: _____ ☒

Date: _____ ☒

Address:

By: _____

Print Name: Joseph A. Newcomb

Print Title: President

Date: _____

Address: 10361 Spartan Drive

Cincinnati, OH 45215

EXHIBIT "A"

BILLING SERVICES TO BE PROVIDED BY MEDICOUNT

1. Responsibilities of Medicount.

a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid and any third party payer for group and/or individual provider numbers when required for billing purposes.

b. Medicount will review the billing policies of EMS Agency and assist with the development of insurance billing policies and procedures in accordance with insurance regulations and standards and otherwise advise EMS Agency of any material changes in third party rules and regulations.

c. Medicount will, if required, develop and maintain electronic data interfaces directly with EMS Agency's hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in the development and maintenance of such interfaces including, but not limited to communicating directly with hospital information system staff, administration, and other staff members to authorize and otherwise enable the system.

d. Medicount will provide basic training to EMS Agency for management personnel. Additional follow up training may be provided by Medicount from time to time as mutually agreed by Medicount and EMS Agency.

e. Medicount will process all patient encounter information submitted by EMS Agency in a timely manner and will code for diagnosis using CPT-4, HCPCS, and ICD-9 and ICD-10 CM coding schemes. Medicount will then bill for all EMS Services within the guidelines established by EMS Agency and the insurance or third party payer to whom the claim is being submitted.

f. Medicount will use its commercially reasonable efforts to accurately enter all procedural and demographic data necessary for patient and third party billing into its billing system; provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.

g. Medicount will submit claims using the most effective means available for each payer. Electronic claims will be used to the extent they are available and when mandated.

h. Medicount will communicate with patients and third party payers on a regular monthly cycle according to EMS Agency guidelines. Up to three attempts will be made to communicate with patients where inadequate information exists to bill for the EMS Services. Medicount may use an automatic dialing system to obtain missing insurance information and other relevant information needed to process the billing claim for the EMS Agency. Medicount shall exercise its

sole discretion as to the form and substance of any the automatic dialing system dialogue and any other statements and/or demand letters.

i. Medicount will provide toll free phone lines and customer staff to respond to patient inquiries and otherwise assist patients with co-payments, insurance claims and other related matters.

j. Medicount will correspond with third party payers to resolve any coding misinterpretations or other concerns that may arise in the processing and settlement of a claim and otherwise remain current on payer's standards for claim information requirements.

k. Medicount will process all payments from insurance carriers, billed parties, and governmental agencies.

l. Medicount will provide advice to Client during the term of this Agreement on topics such as how to establish public awareness programs about the billing process, establishing rates, payer participation, and other topics as mutually agreed.

m. Medicount will undergo a SSAE 16 Audit annually and provide the results to EMS Agency upon request.

n. Medicount will conduct all billing in accordance with applicable federal and state laws, rules and regulations, insurance regulations and standards and EMS Agency's policy.

2. Amendment of Exhibit. This Exhibit A may be amended by the parties from time to time upon mutual written agreement.

EXHIBIT "B"

RESPONSIBILITIES OF EMS AGENCY

1. Responsibilities of EMS Agency.

a. EMS Agency will identify one administrative and one clinical representative to whom Medicount may address all matters related to the Billing Services under this Agreement. Such representatives will have the power to bind EMS Agency and will timely respond to questions and/or additional document requests of Medicount.

b. EMS Agency will establish and enforce written billing policies and procedures for the Billing Services that will serve as the foundation of a Compliance Program for the Billing Services. These billing policies and procedures will be developed and amended, as needed, in concert with Medicount's compliance staff and compliance plan.

c. EMS Agency will provide Medicount with all billing information related to the EMS Services in a format acceptable to Medicount and will ensure that all billing information and other information related to the EMS Services is accurate, current, and complete, and otherwise complies with all applicable federal and state laws and regulations.

d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures on all documents, charts, or other information needed to enable Medicount to properly submit claims on behalf of EMS Agency. EMS Agency hereby represents and warrants that it will obtain, at a minimum, the following required information and forms and further confirms that Medicount may rely upon the existence of patient signatures or other authorizations thereon where applicable:

- i. Patient's complete name, address, phone number, social security number (if available), date of birth, and gender;
- ii. Information pertaining to the EMS run including, but not limited to the nature of the call, location, zip code of incident location, squad assessment, treatment and narrative, crew member identifiers and level of training, receiving hospital and transport mileage;
- iii. Insurance information including Patient's primary and secondary insurance, payer(s)' address(es), group, and guarantor identification number, and primary insured's name, social security number, relationship to patient, address, date of birth, and gender;
- iv. Assignment of Benefits Form (AOB);
- v. Medical information releases;
- vi. Advance Beneficiary Notice of Non-coverage (ABN);
- vii. Physician's Certification Statement (PCS); and
- viii. Physician signatures on medical charts or other medical documents.

e. EMS Agency providers will use their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. Medicount shall not

be responsible for claim denials, partial payments or payment reductions resulting from EMS Services that are not deemed to be "medically necessary" by third party payers.

f. EMS Agency will assist Medicount in resolving issues and/or otherwise facilitating the exchange of information between Medicount and any hospitals, labs or other institutions necessary for the submission of claims.

g. EMS Agency will timely provide any information requested by any patients or third party payers.

h. When applicable, EMS Agency will timely issue refunds of overpayment to patients or payers.

i. Prior to, or contemporaneously with this execution of this Agreement, EMS Agency will provide to Medicount all required information to enable Medicount to establish payment processing with Medicare, Medicaid, insurance companies and third party payers, including any provider numbers which have been issued to EMS Agency, copies of EMS Agency's certifications, copies of any applicable driver's licenses and licensed EMS vehicle titles, licensures from the State Department of Health, any provider applications which have been completed or are currently in process by any provider and any other information necessary for credentialing.

j. EMS Agency will assist Medicount with EMS Agency's Medicare and Medicaid applications and revalidations when they occur and will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and/or other third party payors to Medicount. EMS Agency will identify an "Authorized Official" to execute such documents necessary to comply with payor's requirements, coordinate collection efforts, correspond directly with Medicount, communicate the results of any audit, and execute such documents or instruments requested by Medicount as necessary to submit invoices and/or negotiate payments. EMS Agency will provide Medicount with timely advance notice of any new payment contracts, HMO or PPO relationships or other contracts so that Medicount may accommodate changes as necessary.

k. EMS Agency will provide Medicount with copies of all payments received directly by EMS Agency from any insurance carrier, patients or any third parties and submit a copy of the payment or other correspondence on a daily basis;

l. EMS Agency will pay the Medicount Compensation and any other fees detailed herein.

m. EMS Agency shall provide Medicount with at least thirty (30) days advance written notice of any changes to any EMS Services and any applicable BLS, ALS, ALS2 and mileage rate changes. No rate change shall be applicable until EMS Agency has received written notice from Medicount acknowledging the rate change notice. Upon such rate change, EMS Agency must monitor relevant Medicount reports to confirm the rate changes have been implemented. Medicount shall not be responsible for any losses, delays in payment, or any lost revenue resulting from EMS Agency's failure to follow these policies.

n. EMS Agency agrees to abide by Medicount established Patient Hardship Policy (Exhibit D)

o. EMS Agency shall review and audit Medicount's billing reports each month to verify the accuracy thereof including but not limited to the number of runs and mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and all any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event no later than ninety (90) days following the submission of the run to Medicount by the EMS Agency. To the extent it is able, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If EMS Agency fails to identify and notify Medicount of any errors within such ninety (90) day period, EMS Agency waives any claim it may have against Medicount as to such errors.

p. EMS Agency shall review and audit its bank statement each month to verify all deposits received by EMS Agency from all sources related to the EMS billing services provided by Medicount and to reconcile such deposits with the end of the month statements provided by Medicount to EMS Agency. EMS Agency shall promptly report any discrepancy and/or deposit that is not reflected on Medicount's statement so that a proper accounting can be made and the appropriate patient account credited. Such notice shall be provided in writing within thirty (30) days of the bank statement date.

2. Amendment of Exhibit. This Exhibit B may be amended by the parties from time to time upon mutual written agreement.

EXHIBIT C
Business Associate Addendum

This Addendum is effective on ____ day of _____, 2016, and is made part of the Agreement by and between **CITY OF BRUNSWICK** ("EMS Agency") and **MEDICOUNT MANAGEMENT, INC.** ("Business Associate").

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the "HIPAA Rules") as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("CFR") and are incorporated herein by reference.

2. Prohibition on Unauthorized Use or Disclosure of Protected Health Information. Business Associate acknowledges that any PHI provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any Protected Health Information ("PHI") it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate were a Covered Provider under such rules; (b) State laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency's Health Information Privacy and Security Policies and Procedures.

3. Use and Disclosure of Protected Health Information. Except as otherwise permitted herein, Business Associate shall use and/or disclose PHI only to the extent necessary to satisfy Business Associate's obligations under the Agreement or as required by law.

4. Business Associate's Operations. Business Associate also may use PHI it creates or receives for or from EMS Agency to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:

- (a) The disclosure is required by law; or
- (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose PHI that such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to:

(i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

(ii) Notify Business Associate (who shall in turn promptly notify EMS Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services. Notwithstanding the foregoing, Business Associate hereby acknowledges that Business Associate may not sell any PHI except as otherwise permitted under the HIPAA Rules.

6. PHI Safeguards. Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.

7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI Business Associates creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.

8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions and requirements to protect such PHI as are imposed on Business Associate by this Addendum.

9. Access to PHI by Individuals. Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual's designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days in advance of requesting such access. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual's designee to inspect and copy PHI in Business Associate's custody or control that pertains to such Individual. Business Associate shall establish procedures providing for such access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI

in electronic format if an Individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. Accounting to EMS Agency and to Government Agencies. Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or the Individual's designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with request for such access and in no case shall access be required in less than five (5) business days after Business Associate's receipt of such request unless otherwise designated by the Secretary.

11. Accounting to Individuals. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide to EMS Agency documentation made in accordance with this Agreement to permit EMS Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide such documentation in less than five (5) business days after Business Associate's receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the individual to the EMS Agency.

12. Correction of Health Information/ Restriction on Disclosure. Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of the amendment to all agents or subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual's PHI subject to the applicable limits under the HIPAA Rules.

13. Minimum Necessary Determination. Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to perform its obligations under the Agreement. Business Associate represents that it will only request the minimum necessary PHI to perform its obligations under the Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

14. Reporting. Business Associate shall report to EMS Agency any use or disclosure of PHI not provided for by the Agreement of which it becomes aware including breaches of unsecured PHI and any security incident of which it becomes aware. Business Associate shall make the report to EMS Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure or security incident. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.

15. Obligations of EMS Agency.

(a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to, or is required to abide by, under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

16. Right to Terminate for Breach. Notwithstanding any other provision of the Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to Business Associate of termination, with such notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in such notice.

17. Return or Destruction of Health Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate, with respect to PHI receipt from EMS Agency, or created, maintained or received by Business Associate on behalf of EMS Agency, shall:

(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.

(b) Return to EMS Agency, or, if agreed to by EMS Agency, destroy, the remaining PHI that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with HIPAA regulations with respect to electronic protected health information to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein which applied prior to termination;

(e) Return to EMS Agency the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

(f) Transmit the PHI to another Business Associate of EMS Agency at termination as requested by EMS Agency.

18. Continuing Obligations. Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of the Agreement.

19. Automatic Amendment. Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of this date as indicated above.

EMS AGENCY:
CITY OF BRUNSWICK

BUSINESS ASSOCIATE
MEDICOUNT MANAGEMENT, INC.

By: _____ ☒

By: _____

Print Name: _____ ☒

Print Name: Joseph A. Newcomb

Title: _____ ☒

Print Title: President

Date: _____ ☒

Date: _____

EXHIBIT D

PATIENT HARDSHIP POLICY

To establish a billing policy that allows waiving of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines, and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medicount Management, Inc.

PROCEDURE:

1. Patients who are unable to pay their co-pays or deductibles, or who are uninsured and unable to make payments, may request a financial hardship review of their transport fee. Patients, or their designee, must complete an "EMS Hardship Waiver Form" (see attached). The form is available on Medicount Management, Inc.'s website or can be requested by contacting a representative Beth Horton at Medicount Management, Inc. at 513-612-3389.
2. Documentation needed for consideration of the request is to include:
 - a. W-2 Withholding Statements or unemployment check stubs for the past 90 days
 - b. Paycheck stubs for the past 90 days for all persons employed in the home
 - c. Income Tax Return (most recent; signed)
 - d. Any other information the patient submits as proof

Other circumstances that indicate financial hardship (Proof needs to be submitted for consideration):

- Bankruptcy settlement
 - Catastrophic situations (Death or disability in family; divorce)
3. The waiver application will be forwarded to the patient or patient's representative for review and decision. Final resolution will be noted on the form and in the patient's account. Once reviewed, a letter will be sent to the patient with the determination.

GUIDELINES:

1. If insurance information is provided, insurance must be billed out before waiver is approved or denied.
2. All payment plans will be setup on a reoccurring credit card so that payments are automatically deducted on a monthly basis from the patient's credit card.

3. A minimum \$50 a month payment plan will be implemented when possible.
4. If patient was approved for financial assistance at a medical facility and submits a copy of the letter, the patient will be approved for the same amount as granted by the medical facility; unless the EMS Agency (Client) has a collection policy where all patients unable to pay are sent to the client for collection.
5. If the balance is \$100 or less (approximately), based upon the patients economic circumstances and guidelines, the balance will be written off.
6. If a patient does not have insurance, we will allow up to a 30% discount of the gross claim amount as settlement in full of the claim.

Hardship approvals or denials will be based on the Fee Schedule below (excluding collection clients):

Maximum Annual Income Amounts for each Sliding Fee Percentage Category (except for 0% discount)												
Poverty Level*	100%	110%	120%	130%	140%	150%	160%	170%	180%	190%	200%	>200%
Family Size	DISCOUNT											
	100%	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%	0%
1	\$11,770	\$12,947	\$14,124	\$15,301	\$16,478	\$17,655	\$18,832	\$20,009	\$21,186	\$22,363	\$23,540	\$23,541
2	\$15,930	\$17,523	\$19,116	\$20,709	\$22,302	\$23,895	\$25,488	\$27,081	\$28,674	\$30,267	\$31,860	\$31,861
3	\$20,090	\$22,099	\$24,108	\$26,117	\$28,126	\$30,135	\$32,144	\$34,153	\$36,162	\$38,171	\$40,180	\$40,181
4	\$24,250	\$26,675	\$29,100	\$31,525	\$33,950	\$36,375	\$38,800	\$41,225	\$43,650	\$46,075	\$48,500	\$48,501
5	\$28,410	\$31,251	\$34,092	\$36,933	\$39,774	\$42,615	\$45,456	\$48,297	\$51,138	\$53,979	\$56,820	\$56,821
6	\$32,570	\$35,827	\$39,084	\$42,341	\$45,598	\$48,855	\$52,112	\$55,369	\$58,626	\$61,883	\$65,140	\$65,141
7	\$36,730	\$40,403	\$44,076	\$47,749	\$51,422	\$55,095	\$58,768	\$62,441	\$66,114	\$69,787	\$73,460	\$73,461
8	\$40,890	\$44,979	\$49,068	\$53,157	\$57,246	\$61,335	\$65,424	\$69,513	\$73,602	\$77,691	\$81,780	\$81,781
For each additional person, add	\$4,160	\$4,576	\$4,992	\$5,408	\$5,824	\$6,240	\$6,656	\$7,072	\$7,488	\$7,904	\$8,320	\$8,320

*Based on 2015 Federal Poverty Guidelines (<http://aspe.hhs.gov/poverty>)