

CLIENT SERVICES AGREEMENT



This Client Services Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2020 by and between Medicount Management, Inc. (“Medicount”) and CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO (“EMS Agency”).

WHEREAS, EMS Agency provides emergency medical services (“EM Services”); and

WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EM Services pursuant to the terms and conditions 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 EM Services. As billing agent, Medicount will provide all billing services on behalf of EMS Agency for EM Services and will manage the accounts receivable for EM Services (collectively, “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 engages Medicount as its exclusive billing agent. To facilitate performance of the Billing Services, EMS Agency shall cooperate with Medicount and will, at minimum, fulfill the obligations outlined in Exhibit B attached hereto, as the same may be modified from time to time.

3. **Compensation.**

In exchange for the provision of the Billing Services, Medicount shall receive a base rate fee equal to **6.25%** of the gross amount collected by Medicount and/or EMS Agency for EM Services, (less refunds or “take-backs”).
Collections are defined as gross revenue and include any payments on accounts sent to collection.

4. **Collection of Funds.**

- a. Medicount will process all payments it receives from patients, third-party payors, or other billed parties for EM Services. Medicount will remit such funds to the EMS Agency pursuant 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

governmental agencies for EM Services. EMS Agency shall keep records of all payments received and shall immediately forward payments to Medicount for processing.

- b. Medicare and Medicaid will remit daily all payments directly to the EMS Agency without any deduction for costs or expenses. Unless EMS Agency has elected to use a lock box to facilitate receipts, EMS Agency acknowledges that Medicount may receive remaining funds for EM Services. Such funds will be remitted monthly to EMS Agency by U.S. mail no later than the 28th day of each calendar month based upon funds received by Medicount or EMS Agency through the end of the preceding month. Medicount will invoice monthly the EMS Agency for fees owed by the EMS Agency to Medicount for EM services.
- c. Credit Cards: EMS Agency authorizes Medicount to accept credit card payments for EM Services. A credit card processing fee will be assessed to the patient and insurance provider, as applicable. All credit card payments less the credit card processing fee will be remitted to Medicount's credit card depository account and to EMS Agency as set forth herein. Medicount accepts only the following credit cards: MasterCard, Visa, Discover and American Express. Medicount will be responsible for any security breach included but not limited to fines, fees and attorney fees.

5. Reporting.

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

6. Security.

- a. The parties hereby acknowledge that certain information provided by EMS Agency to Medicount may contain Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Clinical Health Act ("HITECH Act"). In providing 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 agrees that it shall be responsible for the maintenance of PHI maintained and stored by EMS Agency. To the extent that Medicount provides

any collection devices to assist in the provision of Billing Services hereunder, EMS Agency shall be responsible for all activity of its users. EMS Agency shall immediately notify Medicount of, and use its best efforts to curtail, 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 other information relevant to the Billing Services (collectively a “Security Breach Event”). If any Security Breach Event involves PHI and other personally identifiable information, EMS Agency shall comply with applicable notification requirements including, but not limited to, the breach notification requirements under the HITECH Act and any notification requirements.

To the extent that any patient requests and requires identity theft protection in connection with the disclosure of any PHI or personally identifiable information resulting from 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 about the Billing Services including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records. Such records shall be maintained and archived for the minimum period as required by law. Medicount agrees that it may be subject to Ohio Public Laws and it will maintain any and all EMS Agency records pursuant to ORC and the City’s retention schedule.
8. **Exclusionary Rule Warranty.** EMS Agency hereby acknowledges the Department of Health & Humans Services Office of Inspector General’s (“OIG”) “Exclusionary Rule” that 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 maintains and publishes a List of Excluded Individuals/Entities (“LEIE”) who are excluded from participation in Medicare, Medicaid, and other federal health care programs. EMS Agency hereby represents and warrants that it (a) has checked the LEIE to confirm that none of its employees and/or agents is on such list or is otherwise prohibited from participating in federal health care programs; (b) will check the LEIE biannually to confirm that none of its employees and/or agents has been added to such list or is otherwise prohibited from participating in federal health care programs; and (c) will check the LEIE prior to hiring any new employee to confirm that such candidate is not 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 shall automatically renew for a monthly term thereafter unless either party provides written notice one hundred eighty (180) days before the then-applicable renewal date that such party does not intend to renew the Agreement for another term. This Agreement may also be terminated upon a material breach by either party if such breaching party fails to cure a payment default within ten (10) days of written notice of such default or sixty (60) days of written notice of any other material default or at the City’s option due to an increase in costs.
10. **Effect of Termination.** Upon any termination of this Agreement or its expiration, the parties hereby agree to the following terms and provisions:
- a. Medicount may elect to continue to render Billing Services at the contract rate in #3 above for a period of one hundred eighty (180) days after the termination effective date or expiration (the “Wind Down Period”) for all EMS Agency’s accounts receivable relating to EM Services rendered prior to the termination date (“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, payments received by EMS Agency related to the Existing Account Receivable.
 - c. Upon expiration of the Wind Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EM Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount.
 - d. Except for the preceding 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 the provision of additional data after the date of termination at EMS Agency’s expense.
11. **Intellectual Property Protection.** EMS Agency acknowledges that in connection with this Agreement, it may be given access to certain Medicount business methods, software, and processes in connection with the performance of the Billing Services hereunder (the “Proprietary Information”). Such Proprietary Information is confidential to Medicount. EMS Agency 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 any 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 Proprietary Information confidential and further agrees not to use or disclose any Proprietary Information except as permitted hereunder or pursuant to ORC Public Records Law.

12. **Limitation on Liability.** Medicount shall defend, indemnify, and hold harmless EMS Agency 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 EMS Agency. Medicount will provide cybercrime insurance naming the City as an additional insured.
13. **Contractor Relationship.** Medicount is acting as an independent contractor for 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 FedEx to the address set forth under each party's signature. Either party may change the address to which notice or payment shall be sent by written notice.

15. Miscellaneous.

- a. **Entire Agreement.** This Agreement, including exhibits, states the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior written and verbal understanding of the parties concerning it. Any amendments or changes to this Agreement must be made in writing and executed by both parties hereto.
- b. **Governing Law.** This Agreement 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 agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in Cuyahoga County, Ohio; EMS Agency expressly consents to jurisdiction therein.
- c. **Assignment.** This Agreement may not be assigned by EMS Agency in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement to any purchaser of the assets of Medicount with consent of the EMS Agency which shall not be unreasonably withheld.

- 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, OF WHICH, the parties executed this Agreement as of the date first set forth above.

**EMS AGENCY:
CITY OF NORTH ROYALTON**

MEDICOUNT MANAGEMENT, INC.

By: _____ ?

Print Name: _____ ?

Title: _____ ?

Date: _____ ?

Address:

By: _____

Print Name: Joseph A. Newcomb

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 payor for the group and 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 by insurance regulations and standards and otherwise advise EMS Agency of any material changes in third-party rules and regulations.
- c. Medicount shall, 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 technology staff, administration, and other staff members to authorize and otherwise enable the system.
- d. Medicount will provide basic training to EMS Agency management personnel. From time to time Medicount may provide follow-up training as mutually agreed by Medicount and EMS Agency.
- e. Medicount will promptly process patient encounter information submitted by EMS Agency and use the following diagnosis coding schemes: CPT-4, HCPCS, ICD-9, and ICD-10 CM. Medicount will bill for EMS Services within guidelines established by EMS Agency and the insurance or third-party payor to whom the claim is being submitted.
- f. Medicount will use commercially-reasonable efforts to accurately enter into its billing system all procedural and demographic data necessary for patient and third-party billing; 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 yet reliable means available for each payor. Electronic filing will be used to the extent available and when mandated.

- h. Medicount will communicate with patients and third-party payors on a regular monthly cycle based on EMS Agency guidelines. Up to three attempts will be made to communicate with patients where there is inadequate information for EM Services billing purposes. Medicount may use an automatic dialing system in its attempt to obtain missing insurance information and other information needed to process the billing claim for EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any automatic-dialing-system dialogue.
- i. Medicount will provide toll-free phone lines and customer service staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.
- j. Medicount will correspond with third-party payors to resolve any coding misinterpretations or other issues that may arise during claims processing and settlement and otherwise remain current on payors' claim-information requirements.
- k. Medicount will process all payments from insurance carriers, billed parties, and governmental agencies.
- l. Medicount will advise EMS Agency during the term of this Agreement on how to promote public awareness about the billing process, establishing rates, payor participation, and other topics as mutually agreed.
- m. Medicount will undergo an annual SSAE 18 audit and provide results to EMS Agency upon request annually.
- n. Medicount will conduct all billing in accordance with applicable federal and state laws, rules and regulations, insurance regulations and standards, and EMS Agency policy.
- o. Medicount uses ChartSwap for attorney requests for run reports and copies of patient bills and shall do so in accordance with applicable federal, state and local laws.

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 Billing Services under this Agreement. Such representatives will have the power to bind EMS Agency and will timely respond to questions and additional document requests of Medicount.
- b. EMS Agency will establish and enforce written policies and procedures for Billing Services that will serve as the foundation of a Billing Services Compliance Program. These policies and procedures will be developed and amended, as needed, in concert with Medicount's compliance staff and compliance plan.
- c. EMS Agency represents and warrants that all information provided to Medicount shall be accurate and complete in exercising reasonable efforts. EMS Agency shall be solely responsible for information accuracy and Medicount shall have no obligation to verify the accuracy of information provided by EMS Agency.
- d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures on all documents, charts, and 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, if applicable, 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, gender, address, phone number, social security number (if available), and date of birth;
 - ii. Information pertaining to the EM Services run including, but not limited to, nature of the call, incident location and zip code, squad assessment, treatment and narrative, crew-member identifiers and training levels, receiving hospital, and transport mileage;
 - iii. Insurance information including patient's primary and secondary insurances, payor address(es), group, guarantor identification number, and primary insured's name, social security number, relationship to patient, address, date of birth, and gender, if available.
 - iv. Assignment of Benefits form (AOB) with required signatures;

- v. Medical information releases;
 - vi. Advance Beneficiary Notice of Noncoverage (ABN);
 - vii. Physician's Certification Statement (PCS); and
 - viii. Physician signatures on medical charts and 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 EM Services that are not deemed to be medically necessary by third-party payors.
- f. EMS Agency will use reasonable efforts to assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, labs, or other entities necessary to support the submission of claims.
- g. EMS Agency will timely provide any information requested by patients or third-party payors.
- h. When applicable, EMS Agency will timely refund any overpayments to patients and/or payors.
- i. 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 other third-party payors to Medicount. EMS Agency will identify an "Authorized Official" to execute such documents necessary to comply with payor requirements, coordinate collection, correspond directly with Medicount, communicate the results of any audit, and execute such documents and/or instruments requested by Medicount as necessary to submit invoices and negotiate payments. EMS Agency will provide Medicount with timely notice of any new payment contracts, HMO or PPO relationships, or other contracts so that Medicount may accommodate changes as necessary.
- j. EMS Agency will provide Medicount with copies of all payments received directly by EMS Agency from any insurance carrier, patient, or third party and submit a copy of the payment or other correspondence on a timely basis; EMS Agency will pay the Medicount Compensation and any other fees detailed herein.
- k. EMS Agency shall provide Medicount with at least thirty (30) days' advance written notice of any changes to any EM 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 agrees to monitor relevant Medicount reports to confirm that the rate changes have been implemented. Medicount shall not be responsible for any losses, delays in payment, or lost revenue resulting from EMS Agency's failure to follow these policies.

- l. EMS Agency agrees to abide by Medicount's Patient Hardship Policy (Exhibit D) unless EMS Agency has its own written policy, which Medicount will follow.
 - m. EMS Agency shall review and audit Medicount's billing reports monthly 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 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 EMS Agency. In addition, EMS Agency shall reconcile its bank accounts for deposit of monthly EMS payments with reports made available to the EMS Agency through Medicount's Customer Portal. To the extent possible, Medicount shall submit or resubmit any paperwork necessary to correct such errors
 - n. EMS Agency shall review and audit its bank statements monthly 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 month-end statements/reports provided by Medicount to EMS Agency. EMS Agency shall promptly report any discrepancy and/or deposit not reflected on Medicount's statement so as to ensure a proper accounting and appropriate crediting of patient accounts. Such notice shall be provided in writing within thirty (30) days of the bank statement date.
 - o. EMS Agency shall use Medicount's "Write Off Policy" (Exhibit E) unless Medicount has received and acknowledged receipt of EMS Agency's Write Off Policy.
 - p. EMS Agency will grant Medicount full access to its ePCR software for the purpose of enabling Medicount to assist in solving any issues that may arise.
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 the ___ day of _____ 2020 and is made part of the Client Services Agreement (“Agreement”) by and between **CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO** (“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 Protected Health Information (“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 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 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 for or receives 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 a 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 then promptly notify EMS Agency) of any instance of which the person or organization becomes aware that 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 preceding, Business Associate hereby acknowledges that it 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 that Business Associate 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 subcontractor or agent to whom it 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 as to the protection of 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 before the date on which access is requested. Subject to such notice requirements, Business

Associate shall permit an Individual or an Individual's designee to inspect and copy PHI pertaining to such Individual in Business Associate's custody or control. Business Associate shall establish procedures for 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 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 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 an 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 a written request for such access to PHI and in no case will Business Associate be required to provide access earlier than at least five (5) business days before the receipt of written notice of the requested access date 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 documentation made by 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 of 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 request 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 such amendment to all agents and 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 fulfill its obligations under the Agreement. Business Associate represents that it will request only the minimum necessary PHI in connection with its performance of duties under this 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 unauthorized use or disclosure of PHI of which it becomes aware that is not provided for in this Agreement, including breaches of unsecured PHI and any security incident. Business Associate shall report such unauthorized use or disclosure to EMS Agency's Privacy Official no later than 10 business days after Business Associate learns of such breach or security incident. Business Associate's report shall at minimum: (a) state the nature of the unauthorized use or disclosure of PHI; (b) identify the PHI used or disclosed; (c) identify the unauthorized user or recipient of the disclosure; (d) indicate what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) indicate 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. Medicount shall indemnify and hold harmless EMS Agency for any damages or attorney fees for an unauthorized use or disclosure.

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 this 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 its written notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration, or another conclusion of this Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained, or received by Business Associate on behalf of EMS Agency, shall:

- (a) Retain only that PHI 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 maintained by Business Associate in any form;
- (c) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI 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 that applied before termination;
- (e) Return to EMS Agency the retained PHI when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and
- (f) Transmit the PHI to another EMS Agency Business Associate 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 remains 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 NORTH ROYALTON**

**BUSINESS ASSOCIATE:
MEDICOUNT MANAGEMENT, INC.**

By: _____ ?

By: _____

Print Name: _____ ?

Print Name: Joseph A. Newcomb

Title: _____ ?

Title: President

Date: _____ ?

Date: _____

EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows for the waiver 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. (MMI).

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 MMI’s website or can be requested from MMI by calling 513-612-3387.
2. The patient making the waiver request will be asked to provide:
 - IRS Form W-2 or unemployment check stubs for the past 90 days
 - Paycheck stubs for the past 90 days for all persons employed in the home
 - Most recent IRS Form 1040, U.S. Individual Income Tax Return, signed
 - Any other relevant information to support the request (e.g., bankruptcy settlement, death or disability in family, divorce)
3. The waiver application will be forwarded to the patient or patient’s representative for review and determination. The determination will be noted on the form and in the patient’s account and transmitted by letter to the patient.

GUIDELINES:

1. If insurance information is provided, insurance must be billed out before a waiver request is approved or denied.

2. Payment plans will be set up on a recurring credit card; payments due are automatically charged monthly.
3. A minimum \$50 per month payment plan will be implemented when possible.
4. A patient who provides a letter of approval of financial assistance from a medical facility will be approved by MMI for the same amount, unless the EMS Agency's collection policy states that patients unable to pay be sent to the EMS Agency for collection.
5. A balance of \$100 or less (approximately) may be written off based on the patient's economic circumstances.
6. A patient without insurance will be allowed up to a 30% discount on the gross claim amount as settlement in full of the claim.

Financial hardship determinations will be based on the following schedule (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	\$12,140	\$13,354	\$14,568	\$15,782	\$16,996	\$18,210	\$19,424	\$20,638	\$21,852	\$23,066	\$24,280	\$24,281
2	\$16,460	\$18,106	\$19,752	\$21,398	\$23,044	\$24,690	\$26,336	\$27,982	\$29,628	\$31,274	\$32,920	\$32,921
3	\$20,780	\$22,858	\$24,936	\$27,014	\$29,092	\$31,170	\$33,248	\$35,326	\$37,404	\$39,482	\$41,560	\$41,561
4	\$25,100	\$27,610	\$30,120	\$32,630	\$35,140	\$37,650	\$40,160	\$42,670	\$45,180	\$47,690	\$50,200	\$50,201
5	\$29,420	\$32,362	\$35,304	\$38,246	\$41,188	\$44,130	\$47,072	\$50,014	\$52,956	\$55,898	\$58,840	\$58,841
6	\$33,740	\$37,114	\$40,488	\$43,862	\$47,236	\$50,610	\$53,984	\$57,358	\$60,732	\$64,106	\$67,480	\$67,481
7	\$38,060	\$41,866	\$45,672	\$49,478	\$53,284	\$57,090	\$60,896	\$64,702	\$68,508	\$72,314	\$76,120	\$76,121
8	\$42,380	\$46,618	\$50,856	\$55,094	\$59,332	\$63,570	\$67,808	\$72,046	\$76,284	\$80,522	\$84,760	\$84,761
For each additional person, add	\$4,320	\$4,752	\$5,184	\$5,616	\$6,048	\$6,480	\$6,912	\$7,344	\$7,776	\$8,208	\$8,640	\$8,640

* Based on [2018 Federal Poverty Guidelines](#)

EXHIBIT E

MEDICOUNT MANAGEMENT, INC. WRITE-OFF POLICY FOR USE IN THE ABSENCE OF A WRITTEN EMS AGENCY POLICY

Revenue Cycle Management requires that claim receivables be written off after certain procedures have been followed. Following are Medicount Management, Inc.'s (MMI) guidelines for writing off a claim. Please note, writing off a claim is considered the last resort as uncollectible claims serve neither party.

A patient account will be written off if the following criteria are met:

1. **If all three:** No name, no address, no phone - write off immediately.
2. The patient account has gone through MMI's claims processing procedures:
 - a. Attempt to obtain patient insurance information from the hospital; electronically, face sheets, spreadsheets.
 - b. Run patient through MMI's hospital patient database, all available insurance databases including Lexis Nexis.
 - c. Attempt to contact the patient by telephone.
 - d. Registration letter sent to patient requesting insurance information.
 - e. Patient has been sent three (3) statements. Or, if statements are returned, try to determine correct address. If none is available, no further statements are sent.
 - f. Patient's insurance (primary, secondary, other) has paid out the maximum allowable under all policies and guidelines and no further amount is due.
 - g. The patient has not entered into an approved financial hardship plan.
 - h. If the balance is less than \$30 and "a" to "g" above have been met.
 - i. When an EMS Agency submits an account to a collection agency, MMI will write off the account so it is removed from the EMS Agency's Aging Report.