MED-BILL CORPORATION

BILLING SERVICE AGREEMENT

For

CITY OF GREENFIELD FIRE DEPARTMENT

3/1/2020

MED-BILL Corporation
8646 Castle Park Drive
Indianapolis, Indiana 46256
Voice: (317) 775-6751
Fax: (317) 849-6632
MED-BILL Corporation/City of Greenfield Fire Department Agreement

THIS AGREEMENT ("Agreement") made and entered into at Indianapolis, Indiana, 1st day of March, 2020, by and between MED-BILL Corporation, an Indiana corporation operating as an EMS Billing Service and doing business as MED-BILL, hereinafter referred to as "MED-BILL" and City of Greenfield Fire Department hereinafter referred to as "Ambulance Service".

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE A PART OF THIS AGREEMENT. THE AMBULANCE SERVICE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. AMBULANCE SERVICE AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY MED-BILL AT ITS OFFICE IN THE STATE OF INDIANA.

WITNESSETH:

WHEREAS, MED-BILL maintains a commercial/ambulance billing service and has the necessary equipment and office staff to receive and process charges for patient services, receive and process monies collected on those patient accounts, and maintain an accounting of said charges and collections, and

WHEREAS, Ambulance Service is in need of a computer billing service to receive and process charges for patient services, receive and process monies collected on those patient accounts, and maintain an accounting of said charges and monies collected, and

Now, THEREFORE, in consideration of the terms, conditions, covenants and agreements hereinafter set forth, the parties agree as follows:

1. SERVICES

A. From the Effective Date until the termination of this Agreement MED-BILL agrees to perform those activities which are reasonably necessary to invoice on behalf of Ambulance Service the following services provided by Ambulance Service (check the applicable boxes)

☐ EMS Billing Services

☐ Collections Services

☐ Emergency Medical Services provided by Ambulance Service prior to the Effective Date of this Agreement (Old Emergency Medical Services)
☐ Fire Services. For the purposes of this Agreement the term “Fire Services” shall include services provided by the Ambulance Service which MED-BILL agrees the invoice on behalf of the Ambulance Service, such as, but not limited to, Hazmat, Extrication, Special Event billing, and similar services.

☐ Compliance Packages, described in Exhibit B

Furthermore MED-BILL agrees to provide to Ambulance Service the following software solutions and hardware products (check the applicable boxes)

☐ Electronic Patient Care Reporting

☐ Hardware products

B. Ambulance Service acknowledges and agrees that: (i) during the term of this Agreement all relevant information relating to the selected services identified in Section I.A. shall be delivered to MED-BILL and MED-BILL shall be the sole source for processing such bills; (ii) MED-BILL is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section I.A.; (iii) MED-BILL is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the selected services identified in Section I.A.; and (iv) Ambulance Service has reviewed with its legal counsel its rights and obligations under the law and represents and warrants that it has the authority under applicable federal, state, and local laws and regulations to implement, enforce and collect the costs and/or fees for the selected services. Except for gross negligence or willful misconduct on behalf of MED-BILL, Ambulance Service shall defend, indemnify and hold MED-BILL harmless from all liabilities, costs and expenses (including actual attorney’s fees, court costs, travel expenses, and expert witness fees) related or arising out of the services MED-BILL performs relating to the selected services identified in Section I.A.

C. MED-BILL shall begin processing all invoices for services rendered by Ambulance Service within 48-72 business hours following the date MED-BILL receives accurate and complete information, which will permit it to perform its services identified in Section I.A. of this Agreement. Such information shall include, but not necessarily be limited to: the amount Ambulance Service charges for its services, fully completed incident report which satisfy all CMS signature requirements, including the then current Medicare signature and authorization requirements, satisfy all documentation requirements in the state the service was rendered, demographics, procedure charge, diagnosis and treatment related information, a copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation as MED-BILL shall reasonably request (collectively the “Billing Information”). Ambulance Service agrees that MED-BILL shall have no liability or responsibility for any change or changes made by Ambulance Service to any of the Billing Information, until MED-BILL has accepted in writing such change or changes.
D. If Collections Services are chosen in Section I.A. MED-BILL as a licensed and bonded collection agency agrees to adhere to the guidelines set in place by the FDCPA and FCRA. Ambulance Services acknowledges and agrees that during the term of this Agreement once an invoice has been placed in Collection MED-BILL will retain ownership of said invoice until resolved or until recalled by Ambulance Service. MED-BILL may refer patient accounts to a third party collection agency pursuant to § XIV of this Agreement.

II. **FEE SCHEDULES** Ambulance Service shall develop, maintain and communicate by way of written notice to MED-BILL, a schedule of ambulance services performed for patients and a corresponding patient charge for each patient service. Ambulance Service also agrees to communicate its fee schedule to third party payers as Ambulance Service deems such communication is necessary.

III. **BILLING DATA** Ambulance Service shall furnish MED-BILL all information necessary for billing procedures. Ambulance Service accepts all responsibility for the accuracy of billing information submitted to MED-BILL and understands and acknowledges that MED-BILL is relying solely upon Ambulance Service’s representations of fact regarding the accuracy of such information and that MED-BILL has no responsibility to independently verify such information.

IV. **FEES FOR SERVICES**

A. MED-BILL will waive a one time $1,500.00 Set-up Fee to create the client database, integrate ePCR systems, and process all initial applications, insurance and otherwise. For the claims management services to be rendered by MED-BILL identified in **Exhibit A**, (attached hereto and incorporated herein by reference) (“Services”), each month, Ambulance Service agrees to pay MED-BILL a Service Fee according to the following yearly schedule:

**March 1, 2020-April 30, 2024**
- 6.65% of total collections for billing services
- 0.55% of total collections for compliance services
- 30% of total collections for collections services, 120+ days and older
- Med-Bill will cover your annual ESO fees of $5,215.00

Payments are to be made on a monthly basis based on collections received by Ambulance Service as a result of the Services provided by MED-BILL. If Electronic Patient Care Reporting and/or Hardware is provided by MED-BILL the associated cost is reflected in the Service Fee. For patient accounts transferred to MED-BILL’s collection service operation, which are unpaid for over one hundred and twenty days (120 days), the collection rates are laid out in the above Schedule, MED-BILL may refer patient accounts to a third party collection agency pursuant to § XIV of this Agreement.

B. Ambulance Service agrees to pay MED-BILL a sum equal to six and six five percent (6.65%) for any additional annual reimbursement set forth by Medicare and Medicaid for
accounts that MED-BILL processed for original payment. MED-BILL will provide all billing reports to complete the application process.

C. Ambulance Service agrees to pay MED-BILL at a rate of three hundred dollars ($300.00) per application prepared and completed by MED-BILL for all Medicare and Medicaid revalidations (every 3-5 years).

D. In the event that either or both of the boxes relating to EMS services is checked in Section I.A. above and there is a decrease of ten (10%) percent or more in the annual billable run volume, or an increase in total annual run volume, which necessitates an ePCR software fee increase or decrease. Then Ambulance Service agrees to negotiate in good faith with MED-BILL to increase the percentage payable to MED-BILL for all amounts collected for those EMS services.

V. PAYMENT OF FEES

A. MED-BILL shall invoice Ambulance Service on a monthly basis for the services provided under this Agreement. Payments are due to MED-BILL upon thirty (30) days of receipt of invoice. Services that were rendered subject to the provisions for refund are noted below. The fee is all-inclusive and includes, but is not limited to, billing supplies and forms, and postage.

B. Any amounts which Ambulance Service fails to pay by the last day of the month in which the invoice is issued, shall bear interest at the rate of 0.67% percent per month from the day on which payment was due. Further, Ambulance Service agrees to pay all costs and expenses, including actual attorney’s fees filing fees, expert witness fees, travel expenses, and court costs, which MED-BILL incurs in collecting any past due amounts from Ambulance Service.

VI. BILLING SERVICES AND PATIENT REFUNDS MED-BILL shall receive and process all charges submitted by Ambulance Service for patient services, submit claims for monies to parties acting as guarantor of payment for such patient services, receive and process all monies collected on patient accounts, and perform various billing follow-up as related to the receipt of monies for patient services rendered. MED-BILL will notify the Ambulance Service of the portion of fees billed for Services rendered representing any overpayment and the appropriate party to whom the refund is to be sent. Ambulance Service will notify MED-BILL when such refund is made and provide MED-BILL with copies of refund paperwork including the check to attach to Patient Account

VII. BUSINESS ASSOCIATE AGREEMENT MED-BILL and Ambulance Service agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto on Exhibit D and as the same may from time to time be amended.

VIII. TERM This Agreement shall be in full force and effect for four (4) years beginning on the date first written above. Either party may terminate this Agreement, without cause, by giving
notice of such termination, in writing, to the other party of such termination not less than ninety (90) days prior to such termination date. If Ambulance Service terminates this Agreement earlier than the original terms of agreement (four years), with or without cause, and does not allow MED-BILL to continue to work accounts in accordance with provision XXIII, then Ambulance Service shall pay MED-BILL, an amount equal to the average monthly fee paid to MED-BILL during the term of this Agreement, multiplied by six (6) months, or multiplied by the number of months remaining on this Agreement, whichever is less. If Ambulance Service fails to pay any fees owed to MED-BILL within thirty (30) days of invoice, after providing written notice to the Ambulance Service, MED-BILL may, in its sole discretion, stop all Services on behalf of the Ambulance Service until such fees are paid.

IX. **BILLING ACCOUNTING** MED-BILL shall furnish documentation necessary for Ambulance Service to verify charges and monies received and balances of accounts due and outstanding.

X. **FACILITIES, EQUIPMENT AND SUPPLIES** MED-BILL agrees to furnish, at its expense, sufficient space, equipment, personnel, supplies and materials as may be needed from time to time to maintain an adequate computer billing service.

XI. **INSURANCE:**

A. MED-BILL agrees to maintain at its expense adequate general liability insurance for itself, its employees, and the reconstruction of Ambulance Service patient accounts.

B. Comprehensive General Liability:

- General Aggregate $2,000,000
- Products and Completed Operations $2,000,000
- Liability and Medical Expenses $1,000,000 per occurrence
- Medical expense $5,000 per person

B. Errors and Omissions Insurance Coverage:

- Professional Liability $2,000,000

XII. **INDEPENDENT CONTRACTORS** In accordance with this Agreement, MED-BILL at all times shall act as an independent contractor. Ambulance Service shall not have nor exercise any control over the office personnel provided by MED-BILL.

XIII. **MATERIALITY OF PATIENT ACCOUNTS** Ambulance Service agrees to furnish and maintain a stated dollar limit of ten dollars ($10) upon which a patient account is deemed immaterial for further MED-BILL action, and the patient account is therefore written off from MED-BILL account files.

XIV. **RECORD RETENTION:** MED-BILL agrees to retain all necessary billing information as related to patient accounts receivable, in full compliance with appropriate federal, state and
local record retention requirements, until such time that information will be properly destroyed. Upon the termination of this Agreement for any reason, MED-BILL will return to the Ambulance Service all patient accounts, along with all related material and documentation, referred to MED-BILL for billing and collections, together with a final report relating to the status of each patient account within ninety (90) days of the effective date of termination, and shall rely solely upon Ambulance Service to maintain such information in full compliance with appropriate Federal, State and local retention requirements. MED-BILL may retain a copy of such information.

XV. MODIFICATION: The parties mutually understand that a satisfactory working relationship may require modification of the understanding reached with regards to the computer billing Services. Therefore, this Agreement may be modified from time to time by expansion or restriction of the Services and reports to be provided by MED-BILL, including changes in utilization of computer equipment and programming provided by MED-BILL, which changes shall be in writing and by the addendum attached hereto, pursuant to Section XXX of this Agreement.

XVI. SOFTWARE ENHANCEMENTS: Ambulance Service agrees MED-BILL is under no obligation to create programming for information purposes. MED-BILL agrees to make available to Ambulance Service a list and description of available reports generated in the ordinary course of business. Any additional custom reports requested will be subject to $85.00 per hour programming fee. MED-BILL will provide Ambulance Service with a Statement of Work (SOW) to get signed off before performing work.

XVII. INDEMNIFICATION:

A. The parties each agree to indemnify and hold the other harmless from and against any and all claims, actions, liabilities, losses and expenses (including costs of judgments, settlements, court costs, and attorney’s fees regardless of the outcome of such claim or action) arising out of or related to performance or nonperformance of the other or its agent, servant or employee in connection with acts or omissions under this Agreement.

B. MED-BILL will not be liable in the event of a recoupment caused by a change in federal or state regulations, or a change in the interpretation of federal or state regulations, or if MED-BILL is directed by the Ambulance Service to bill against MED-BILL’s advice and an audit determines that the trip should not have been billed. Ambulance Service will not be entitled to any refund or credit of any fee paid to MED-BILL, and MED-BILL will have no liability whatsoever in the event of such recoupment, except where MED-BILL failed to conduct sufficient due diligence to remain current on any changes to, or the interpretation of applicable regulations.

XVIII. EXAMINATION OF ACCOUNTS: Ambulance Service may at any reasonable time, examine MED-BILL’s records, or the records of any organization or company providing Services for MED-BILL, pertaining to patient accounts referred to MED-BILL by the Ambulance Service under this Agreement.
XIX. **QUALIFIED SERVICE ORGANIZATION**: MED-BILL acknowledges that in receiving, storing, processing, or otherwise dealing with any patient information received from Ambulance Service, MED-BILL is fully bound by the federal regulations protecting the confidentiality of alcohol and drug abuse patient records set forth at 42 C.F.R. Part 2 (the “Regulations”). MED-BILL shall also be bound by any federal, state or local laws or regulations protecting the confidentiality of medical and/or psychiatric records. MED-BILL will immediately notify Ambulance Service of any efforts made by any person or entity, to obtain access to patient information in MED-BILL’s possession (as opposed to patient records in Ambulance Service’s possession), except as permitted by the Regulations and this Agreement, and any applicable federal, state, or local laws or regulations.

XX. **OPERATING PROCEDURES**: Pursuant to Section III above, Ambulance Service agrees to provide or cause others to provide to MED-BILL accurate and complete demographic and procedure charge information. Ambulance Service acknowledges that MED-BILL has every incentive to perform the Services in a timely and proficient manner but that the timing and amount of net collections generated by the Services are subject to numerous variables beyond the control of MED-BILL.

XXI. **BINDING REGULATIONS**: MED-BILL will comply with all applicable policies, procedures, guidelines, regulations, and laws governing reimbursement to Ambulance Service (including those set out by individual payers and under the Medicare program) and will not engage in any activity that will adversely impact reimbursement to Ambulance Service, Ambulance Service’s status with any payer, or Ambulance Service’s status under the Medicare program or any other government or government-funded program. Notwithstanding anything in this Agreement to the contrary, if MED-BILL fails to fulfill its obligations under this Section or if MED-BILL is found to be in violation of any material policy, procedure, guideline, regulation and/or law governing the services provided hereunder, Ambulance Service may terminate this Agreement upon written notice after providing MED-BILL an opportunity to cure. Ambulance Service agrees to provide MED-BILL a copy of any Ordinance or Protocols on a yearly basis or anytime a new Ordinance or Protocol has been created.

XXII. **MEDICAL RECORD REQUESTS**: MED-BILL will process all medical record requests. The Omnibus Rule, passed on September 23, 2013, establishes labor fees for copying electronic or paper protected health information (PHI), which can include costs for time spent creating and copying each document. Med-Bill will comply with all state statutes and offer expedition and certification for rates of $10 and $20 respectively.

XXIII. **EFFECT OF TERMINATION**: Except as set forth below, in the event the Agreement is terminated for whatever reason, the Ambulance Service has the option to allow MED-BILL to continue to process all of Ambulance Service’s patient accounts existing on the date of termination for a period of one hundred and eighty (180) days. Other than processing the patient accounts existing on the date of termination, MED-BILL will have no further obligations to Ambulance Service. Ambulance Service will be responsible for compensating
MED-BILL for the Services MED-BILL provides after the date of termination in accordance with the terms of this Agreement. Upon expiration of the one hundred and eighty (180) day period, MED-BILL will (I) discontinue processing Ambulance Service accounts and deliver to Ambulance Service after full payment of all fees owed, a final list of accounts (II) all records, documents and materials provided to MED-BILL by Ambulance Service and (III) have no further obligation to Ambulance Service.

XXIV. **SEVERABILITY:** The invalidity of any provision of this Agreement will not affect the validity or enforceability of any other provision.

XXV. **CUSTOMER AUDITS:** Ambulance Service has the right under this Agreement to contract independent auditors ("Auditors") for the purpose of performing audits that the Ambulance Service considers necessary to ensure accuracy and correctness of MED-BILL’s performance including accounting and internal controls. This expense will be the sole responsibility of the Ambulance Service, and the Auditors may not be employed by or in any manner affiliated with any entity that performs services considerably similar to any services then being provided by MED-BILL. MED-BILL will cooperate by providing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors.

XXVI. **NOTICE:** Any notice or payment permitted or required by this Agreement will be considered made on the date personally delivered in writing, or mailed by certified mail, postage prepaid, to the other party at the address set forth below, or to such other person or address as either party may designate in writing.

MED-BILL: Med-Bill Corporation
8646 Castle Park Dr.
Indianapolis, IN 46256

Ambulance Service: City of Greenfield Fire Department
17 W. South Street
Greenfield, IN 46140

XXVII. **GOVERNING LAW:** The interpretation and enforcement of this Agreement will be governed by the laws of the State of Indiana and any litigation brought under this Agreement by either party, shall be in an Indiana State Court or in a Federal Court located in Marion County, Indiana.

XXVIII. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.

XXIX. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the matters specified in this Agreement and supersedes all prior
representations or agreements, whether oral or written, with respect to such matters and parol or extrinsic evidence shall not be admissible to explain or modify its terms. No oral modifications or waiver of any of the provisions of this Agreement shall be binding on either party.

XXX. **FORCE MAJEURE:** No party shall be liable for failure to perform its obligations where such failure results from an act of God or other cause beyond such party’s reasonable control that is not caused by the fault of the negligence of such party (including, without limitation, any mechanical, electronic or communications failure) and which prevents such party from performing such party’s obligations under this Agreement, and which such party has been unable to overcome by the exercise of due diligence.

XXXI. **REMEDIES:** In addition to the other remedies provided herein, in the event Ambulance Service breaches any other provisions of the Agreement, MED-BILL may pursue any and all remedies available at law or in equity, including but not exclusively injunctive relief, damages, attorneys’ fees, expert witness fees, interest and cost.

XXXII. **CONFIDENTIALITY:** Except as required by law, the parties shall preserve as confidential all proprietary or confidential business information of the other party to which it may have access during the Term of this Agreement, unless the information was known to the public prior to such parties obtaining the information. The parties’ obligations of confidentiality shall survive the expiration or termination of this Agreement and shall last until the date five (5) years from the expiration or termination of this Agreement.

XXXIII. **NON-DISCLOSURE OF AGREEMENT:** Unless required by law or as necessary to obtain legal or accounting advice, neither party shall disclose to any third party the terms or existence of this Agreement without the prior written consent of the other party.

XXXIV. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of MED-BILL, its successors, and, to the extent permitted, its assigns.

XXXV. **MUTUAL NON DISPARAGEMENT:** Neither the Ambulance Service nor MED-BILL shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party’s reputation in the business.

XXXVI. **HEADINGS:** The Article and Section titles and headings contained in this Agreement are for organizational purposes only and shall not be admissible to modify the terms of this Agreement.

XXXVII. **OFFICE OF INSPECTOR GENERAL:** MED-BILL and Ambulance Service both agree to process each of its employees through the OIG Exclusion website: [https://exclusions.oig.hhs.gov/Default.aspx](https://exclusions.oig.hhs.gov/Default.aspx). If any employees appear on the exclusion list,
MED-BILL and Ambulance Service agree to notify each other and take the necessary steps to rectify any claims that were processed.

XXXVIII. **ELECTRONIC DATA ENROLLMENT**: Ambulance Service hereby authorizes MED-BILL to sign on behalf of Ambulance Service to enroll in any and all Electronic Data and Electronic Remittance Advice enrollment applications, which is necessary to electronically file claims and receive remittance advice.

XXXIX. **EMPLOYMENT ELIGIBILITY VERIFICATION REQUIRED BY INDIANA CODE 22-5-1.7-11**: MED-BILL affirms that MED-BILL does not knowingly employ an unauthorized alien and has enrolled and is participating in the E-Verify program. MED-BILL agrees to provide documentation demonstrating that MED-BILL has enrolled and is participating in the E-Verify Program. The Ambulance Service may terminate for default if MED-BILL fails to cure a breach of this provision no later than thirty (30) days after being notified. An E-Verify AFFIDAVIT, signed by MED-BILL, in compliance with Indiana Code 22-5-1.7-11, is attached to the agreement.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written:

**MED-BILL CORPORATION**

[Signature]

DERRICA BORDEN, CEO

02/12/2020

DATE

**CITY OF GREENFIELD FIRE DEPARTMENT**

[Signature]

CHUCK FEWELL, MAYOR

DATE
MED-BILL Corporation Claims Management Process

1. Receive run sheet and charges via Electronic Patient Care Reporting or paper.
2. Contact Hospitals to obtain insurance information if not obtained at the time of service.
3. Code Diagnosis and Procedures.
4. Enter patient information and charges into the system on import via XML from EPCR company.
5. Obtain patient or guarantor signatures for processing of claims, if not obtained at the time of service.
6. Send a patient a statement with an insurance form for completion and return (3 - 4 monthly statements) (If no response these accounts will be transferred to collection status at 120 days, then the above process begins again with collection letters instead of statements).
7. Skip Tracing on any returned mail and updating of address.
8. File insurance claims (primary, secondary, tertiary).
9. Timely Telephone and online claim follow up.
10. Receive payments and correspondence from the Ambulance Service.
11. Analyze and post payments.
12. Work all correspondence and denials; send reviews and appeals for claims denied in error, where applicable.
13. MED-BILL will handle all patient, insurance and attorney inquiries on accounts.
14. Upon 120 days, accounts will be transferred to collection status.
15. A Complete recap of account with paper trail of each claim available upon request for audit (this includes notes on an account, copies of all claims, payments and correspondence).
16. FTP site login and password to log into MED-BILL’s billing system to view accounts and month end reports is provided.

MED-BILL Corporation Collection Process

1. Once an account reaches 120 days without payment arrangements, accounts are transferred to "Collection Status" with our Licensed Collection’s Department.
3. Skip Tracing- Address, Phones, Bankruptcy, Deceased
4. Collection Letter 1 once transferred to collections.
5. After the 30 day dispute period expires, the Inbound/Outbound telephone Blaster begins for resolution.
6. Collection Letter 2, 30 days if not resolved.
7. The risk of Credit Reporting begins if balance is not resolved after 180 days
8. Bankruptcy and estate filing.
9. Yearly Tax time Settlement Promotions
Ambulance Service Process

1. Provide MED-BILL Electronic Patient Care Reporting login to obtain run reports.
2. Provide all required signatures.
3. Provide a copy of the hospital face sheet.
4. Provide copies of deposits and correspondence to MED-BILL.
MED-BILL Corporation Compliance Services
1. Create a customized compliance plan for your service, which will outline Billing Protocols for State and Federal Regulations and Requirements
2. Maintain copies of all driver's licenses
3. Review the (OIG) Office of Inspector General's exclusion list for all employees monthly - Notify you and take future steps for resolution if an employee is on the list
4. Maintain copies of liability/Professional Insurance Declarations
5. Provide 1 customized training per year (3 total training sessions to cover each shift)
6. Update Medicare and Medicaid of any provider changes
7. Review your run report to make sure that it meets all Medicare and Medicaid Guideline

MED-BILL CORPORATION

DERRICA BORDEN, CEO
02/12/2020
DATE

CITY OF GREENFIELD FIRE DEPARTMENT

CHUCK FEWELL, MAYOR

DATE
Exhibit C

MED-BILL will cover the yearly cost of the EHR ESO at a yearly rate of $5,215.00 paid directly to ESO. If Ambulance Service terminates this Agreement, with or without cause, Ambulance Service shall pay MED-BILL, the prorated amount of the remaining yearly subscription fee for the EHR ESO.

MED-BILL CORPORATION

DERRICA BORDEN, CEO

02/12/2020

DATE

CITY OF GREENFIELD FIRE DEPARTMENT

CHUCK FEWELL, MAYOR

DATE
Exhibit D

BUSINESS ASSOCIATE AGREEMENT

A. MED-BILL and Ambulance Service agree to comply with the obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended ("HIPAA"), and with the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act and related regulations, as amended (the "HITECH Act") to protect the privacy of Personal Health Care (or Protected Health) Information ("PHI") as delivered, collected, processed or obtained as a result of the performance of their respective responsibilities under this Agreement.

B. MED-BILL and Ambulance Service agree that MED-BILL may use and disclose PHI, including but not limited to manually, verbally and through electronic medium, which MED-BILL obtains from Ambulance Service for the following purposes.

(i) For the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of services provided by Ambulance Service to its patients.

(ii) Preparation of reminder notices and documents pertaining to collections of overdue accounts.

(iii) Submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Ambulance Service to its patients and to appeal denials of such payments.

(iv) For the proper management and administration of MED-BILL to permit MED-BILL to carry out its legal responsibilities as a business associate.

(v) For other uses or disclosures of PHI as are permitted by HIPAA provided MED-BILL complies with the requirements of HIPAA and the HITECH Act.

(vi) For such other uses or purposes as may be required by law.

C. In connection with its obligations under the HIPAA Privacy Rule, MED-BILL agrees that it will:

(i) Not use or further disclose PHI except as permitted under this Agreement or required by law;

(ii) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

(iii) To mitigate, to the extent practicable, any harmful effect that is known to MED-BILL of a use or disclosure of PHI by MED-BILL in violation of this Agreement;
(iv) Report to Ambulance Service any use or disclosure of PHI not provided for by this Agreement of which MED-BILL has knowledge;

(v) take appropriate action to assure that any agents or subcontractors to whom MED-BILL provides PHI or who have access to PHI through MED-BILL agree to the same restrictions and conditions that apply to MED-BILL with respect to PHI;

(vi) Make PHI available to Ambulance Service or as directed by Ambulance Service to an individual who has a right of access under HIPAA in accordance with the applicable Federal regulations;

(vii) Incorporate any amendments to PHI in accordance with the applicable Federal regulations when notified to do so by Ambulance Service;

(viii) Provide an accounting of the uses or disclosures of PHI made by MED-BILL in accordance with the applicable Federal regulations;

(ix) Make its internal practices, books and records relating to the use and disclosure of PHI available to Ambulance Service and/or the Secretary of the Department of Health and Human Services for HIPAA and HITECH Act compliance purposes;

(x) at the termination of this Agreement, return or destroy all PHI created or received by MED-BILL on behalf of Ambulance Service and if return is infeasible, the protection of this Agreement will extend to such PHI so long as MED-BILL maintains such information;

(xi) in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MED-BILL agree to the same restrictions, conditions, and requirements that apply to MED-BILL with respect to such information; and,

(xii) Comply with the provisions of the HIPAA Privacy Rule applicable to Ambulance Service in the event MED-BILL becomes obligated hereunder to carry out any portion of Ambulance Service’s obligations under said Privacy Rule.

D. In connection with its obligations to comply with HIPAA and the HITECH Act, Ambulance Service agrees that:

(i) Ambulance Service has the primary responsibility to retain all PHI that it has delivered to MED-BILL and shall also be primarily responsible to respond and deliver such PHI to those entitled to it under the provisions of HIPAA;

(ii) Ambulance Service will obtain any consent, authorization or permission that may be required by HIPAA, applicable state laws and/or regulations prior to furnishing MED-BILL the PHI pertaining to an individual; and
(iii) Ambulance Service will inform MED-BILL of any PHI that is subject to any arrangements permitted or required of Ambulance Service under HIPAA that may materially impact in any manner the use and/or disclosure of PHI by MED-BILL including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in HIPAA and the regulations issued pursuant thereto and/or agreed to by Ambulance Service.

E. HIPAA Security Rule. MED-BILL, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to HIPAA and the HITECH Act, regarding the security of electronic protected health information ("e-PHI") that is received as a result of any of the services provided hereunder. In conformity therewith, MED-BILL agrees that it will:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the applicable Federal regulations;

(ii) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of the applicable Federal regulations;

(iii) Ensure that any agent of MED-BILL, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect all protected health information including e-PHI in accordance with the applicable Federal regulations, including compliance with the same restrictions and conditions that apply throughout this Agreement to MED-BILL with respect to such information; and

(iv) Report to the Ambulance Service any security incident of which it becomes aware.

F. MED-BILL, in its capacity as a Business Associate, will carry out its obligations under this Agreement in compliance with the applicable provisions of the HITECH Act; provided, however, these obligations shall only directly apply to MED-BILL in its capacity as a Business Associate it being agreed that MED-BILL is not obligated to assume or undertake any obligations or requirements for which Ambulance Service (who is the Covered Entity) is responsible. This provision includes all subsequent, updated, amended or revised provisions of the Act. In conformity therewith, MED-BILL agrees that it will:

(i) Notify Ambulance Service following the discovery of a breach of unsecured PHI, without unreasonable delay, and in no case later than as required by HIPAA and the HITECH Act. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.

(ii) Secure all PHI, in any form, through the use of the technology or methodology as specified in the applicable regulations.
G. Ambulance Service, as a “creditor” and covered entity under the Identity Theft Rules found at 16 CFR Part 681 (commonly known as the “Red Flag Rules”) has a duty to exercise appropriate and effective oversight of its providers including MED-BILL. MED-BILL agrees to assist Ambulance Service with Ambulance Service’s obligations under the Red Flag Rules as follows:

(i) Ensure that its activities for Ambulance Service are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Ambulance Service has developed and delivered to MED-BILL in writing.

(ii) Ensure that any agent or third party who performs services on MED-BILL’s behalf in connection with covered accounts of Ambulance Service, including a subcontractor, agrees to conduct all its activities in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft that Ambulance Service has developed and delivered to MED-BILL in writing.

(iii) Alert Ambulance Service of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred.

H. Notwithstanding any other provisions of this Agreement, upon Ambulance Service’s reasonable determination that MED-BILL has violated any material term or provision of this Business Associate Agreement section pertaining to Ambulance Service’s obligations under HIPAA, the HITECH Act, or the Red Flag Rules or if MED-BILL engages in conduct which would, if committed by Ambulance Service, result in a violation of HIPAA, the HITECH Act, or the Red Flag Rules by Ambulance Service, Ambulance Service shall provide MED-BILL written notice of that violation and sufficient detail to enable MED-BILL to understand the specific nature of that violation and afford MED-BILL a reasonable opportunity to cure the violation; provided, however, that if MED-BILL fails to cure the violation within a reasonable time specified by Ambulance Service, Ambulance Service may terminate this Agreement. If both parties agree as follows:

(i) To negotiate and amend this Business Associate Agreement section, from time to time, as necessary to comply with any amendment to any provision of HIPAA, the HITECH Act, or the Red Flag Rules or their implementing regulations including, but not limited to, any privacy regulation, which materially alters either parties or both parties obligations under this Business Associate Agreement section;

(ii) The terms of this Business Associate Agreement section shall be construed in light of any applicable interpretation or guidance on HIPAA and/or its implementing regulations issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time, and under the HITECH Act and/or its implementing regulations and under the Red Flag Rules; and

(iii) Nothing contained in this Agreement, including this Business Associate Agreement section, shall confer upon any person or entity other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
J. Ambulance Service agrees to:

(i) Comply with all obligations applicable to covered entities under HIPAA and the HITECH Act and the rules and regulations thereunder as well as the Red Flag Rules.

(ii) Provide MED-BILL with the notice of privacy practices that Ambulance Service produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(iii) Provide MED-BILL with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect MED-BILL’s permitted or required uses and disclosures.

(iv) Notify MED-BILL of any restriction to the use or disclosure of PHI that Ambulance Service has agreed to in accordance with 45 CFR § 164.522.

K. Any other provisions of this Agreement that are directly contradictory ("Contradictory Term") to one or more terms of this Business Associate Agreement section shall be superseded by the terms of this Business Associate Agreement section to the extent and only to the extent of the contradiction, only for the purpose of Ambulance Service’s compliance with HIPAA or the HITECH Act (and their implementing regulations) or the Red Flag Rules and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Business Associate Agreement section.

MED-BILL CORPORATION

DERRICA BORDEN, CEO

02/12/2020

DATE

CITY OF GREENFIELD FIRE DEPARTMENT

CHUCK FEWELL, MAYOR

DATE