

Ground Ambulance DATA FORM



(800) 901-1155 • www.quickmedclaims.com

COMPLETE AND RETURN TO: Dave Kuechenmeister

dkuechenmeister@quickmedclaims.com

Answers to the following questions will help us develop a sound financial analysis and competitive price quote for your organization. Feel free to attach reports that have the requested information and we will pull the pertinent data and complete the form for you.

ORGANIZATION INFORMATION

Organization's Registered Name:

Address:

City:

State:

Zip:

Primary Phone:

Email:

CHARGE STRUCTURE

BLS Emergency:

BLS Non-Emergency:

ALS Emergency:

ALS Non-Emergency:

ALS2:

SCT:

Wheelchair Van:

Treat No Transport:

Mileage:

Other (life assist, standby, etc.):

TRANSPORT VOLUME

Total Annual Transport Volume:

BLS Emergency:

BLS Non-Emergency:

ALS Emergency:

ALS Non-Emergency:

ALS2:

SCT:

Wheelchair Van:

Treat No Transport:

Average Loaded Mileage:

VENDORS

Are you using ePCR technology? Yes No

If yes, which software do you use (ESO, ImageTrend, etc.)?

Are you currently billing for transports? Yes No

If yes, how are you billing? in-house outsourcing

If outsourcing, who is your vendor?

What fee are they charging your organization for these services?

TRANSPORTS BY PAYOR CATEGORY

Medicare:

Commercial:

Medicaid:

Self-Pay:

Do you have any payor contracts (Anthem, BCBS, etc.)? Yes No

If yes, which payors?

REVENUE

Total revenue for last year:

Gross Charges by Payor Category

\$ Total:

\$ Medicare:

\$ Commercial:

\$ Medicaid:

\$ Self-Pay:

Net Charges by Payor Category

\$ Total:

\$ Medicare:

\$ Commercial:

\$ Medicaid:

\$ Self-Pay:

Net Collections by Payor Category

\$ Total:

\$ Medicare:

\$ Commercial:

\$ Medicaid:

\$ Self-Pay:



Reporting Capabilities

QMC will provide clinical, financial and billing statistics in multiple formats – print and electronic, in PDF and Excel – to support your decision-making processes.

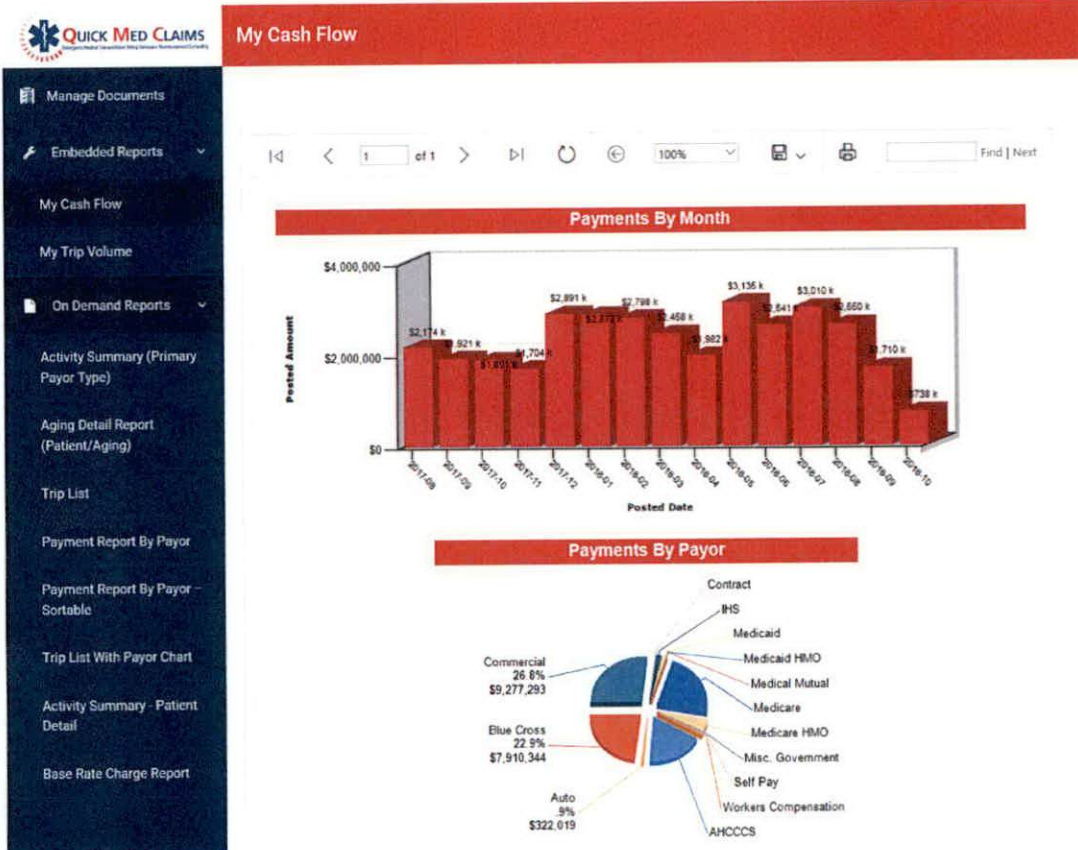
- Fixed Month-End Reporting – This includes a rich set of month-end Closing Reports for your leadership to ensure that your reports answer all your end of month questions. Sample reports are at the end of this section, although there are many more reports available through RescueNet.
- Automated Reports – In addition to Closing Reports, QMC provides Custom Reports to answer specific questions within your organization. These types of reports can be delivered to the interested party via secure email once or on a regular schedule.
- Drill Down Reports – We offer a series of Drill Down Active Reports that are delivered via secure email and also through our web-based Client Access Portal. These reports allow the user to click on links in the dataset to go to claim level detail via a free download of Crystal Viewer software.
 - Trip Drill Down Report – View the trip summary and all trip-level detail as well as selected processing history items.
 - 15-Month Summary Report – View a rolling 15-month summary of your performance.
 - Account Analysis by Payor Type – View a historical perspective of cash collections, trip counts, net charges, write-offs and receivable summaries by date of service. Also view trip summaries by payor category with drill down details by month/period with data including volume, charges, contractual adjustments, cash collected, and net charge totals.

New report requests will be handled by your Billing Director with development of any new reports following much the same process as the initial report package set up during implementation (i.e. understanding the purpose, planning layout and logistics and then getting approval before going “live” with the new report). Once we have the parameters defined, report generation takes anywhere from a few hours for a simple query to a week or two to set-up a very complex report. There are no extra charges for report planning, generation or updates throughout our contract.



Client Access Portal

Clients can access our Client Access Portal (CAP) through our website where your representatives can login to the system to review electronic reports, important documents and patient billing information. QMC's online reporting portal provides access to a series of performance reports that summarize the status of the billing process in close to real-time. These reports are designed to provide remote visibility into our performance in the areas of volume, acuity mix, cash/deposits, accounts receivable, and more.





Closing Balance Summary

View revenue by cost/profit center (i.e. base sites, response areas, lines of business – air vs ground transports, interfacility vs scene transports, wheelchair trips, etc.).

Closing Balance Summary



<None>

Previous Balance Forward	\$327,383.41
Charges in Period	\$190,844.95
Credits in Period	\$133,952.97
Charge Adjustments	\$9,614.00
Credit Adjustments	(\$2,965.41)
Misc Adjustments	\$0.00
Balance Forward for <None>	\$396,854.80

Totals for

Previous Balance Forward	\$327,383.41
Charges in Period	\$190,844.95
Credits in Period	\$133,952.97
Charge Adjustments	\$9,614.00
Credit Adjustments	(\$2,965.41)
Misc Adjustments	\$0.00
Total Balance Forward	\$396,854.80



Charge Summary

View charges by type (i.e. base rate, mileage, miscellaneous services / supplies, drugs, etc.) and roll-up totals.

Charge Summary

RescueNet™

<u>Charge Type/Charge Description</u>	<u>Quantity</u>	<u>Amount</u>
Base Rate		
BLS Non Emergency (SL)	190	\$78,280.00
BLS Emergency (SL)	11	\$4,532.00
ALS Non Emergency (SL)	27	\$12,514.50
ALS Emergency (SL)	24	\$11,124.00
SCT (SL)	1	\$700.00
Preston One Way	1	\$299.25
Totals for Base Rate:	254	\$107,449.75
Mileage		
Non Covered Mileage	861	\$10,332.00
Mileage (SL)	6089	\$73,063.20
Totals for Mileage:	6950	\$83,395.20
Totals for <None>:		\$190,844.95

Charge Summary

RescueNet™

<u>Charge Type/Charge Description</u>	<u>Quantity</u>	<u>Amount</u>
Totals for [REDACTED]		
Base Rate		\$107,449.75
Mileage		\$83,395.20
Total		\$190,844.95
Total Overall Charges		\$190,844.95



Charge Adjustments

View charge adjustments detail by type (i.e. base rate, mileage, miscellaneous services/supplies, drugs, etc.) and roll-up totals.

Charge Adjustments Summary

RescueNet™

<u>Charge Type/Charge Description</u>	<u>Quantity</u>	<u>Amount</u>
Base Rate		
BL S Non Emergency (SL)	5	\$2,060.00
Totals for Base Rate:	5	\$2,060.00
Mileage		
Mileage (SL)	117	\$1,398.00
Non Covered Mileage	513	\$6,156.00
Totals for Mileage:	630	\$7,554.00
Totals for <None>:		\$9,614.00

Charge Adjustments Summary

RescueNet™

<u>Charge Type/Charge Description</u>	<u>Quantity</u>	<u>Amount</u>
Totals for		
Base Rate		\$2,060.00
Mileage		\$7,554.00
Total		\$9,614.00
Total Overall Charges		\$9,614.00

Credit Summary



View credit detail of payments, write-offs, and adjustments by payor type (Medicare, Medicaid, Insurance, Self-Pay) and roll-up totals.

Credit Summary

RescueNet™

<u>Payor Type/Credit Description</u>	<u>Quantity</u>	<u>Amount</u>
<None>		
No Payor Type Defined		
Write Off Non-Billable	1	\$496.00
Total for Write-off:	1	\$496.00
Total for No Payor Type Defined:	1	\$496.00
Medicare		
Contractual Allow-Medicare (A)	296	\$37,624.65
Contractual Allow-Medicare (M)	3	\$731.34
Total for Contractual Allowance:	299	\$38,355.99
Payment-Check	112	\$32,997.34
Total for Payment:	112	\$32,997.34
Write Off Non-Billable	3	\$1,148.02
Total for Write-off:	3	\$1,148.02
Total for Medicare:	414	\$72,501.35
Medicaid		
Contractual Allow-Contract (M)	3	\$2,455.80
Contractual Allow-Medicaid (A)	8	\$2,886.90
Contractual Allow-Medicaid (M)	1	\$412.00
Total for Contractual Allowance:	12	\$5,754.70
Payment-Check	6	\$1,665.32
Total for Payment:	6	\$1,665.32
Adjustment Medicaid Secondary	7	\$484.91
Total for Revenue Adjustment:	7	\$484.91
Total for Medicaid:	25	\$7,904.93
Insurance		
Contractual Allow-Contract (A)	14	\$2,762.17
Contractual Allow-Contract (M)	19	\$11,003.31
Contractual Allow-Medicare (M)	5	\$1,966.76
Total for Contractual Allowance:	38	\$15,732.24
Payment-Check	132	\$22,703.09
Total for Payment:	132	\$22,703.09
Write Off Courtesy	4	\$1,600.00
Total for Write-off:	4	\$1,600.00
Adjustment Interest	1	(\$9.04)
Total for Revenue Adjustment:	1	(\$9.04)
Total for Insurance:	175	\$40,026.29
Bill Patient		
Contractual Allow-Contract (M)	4	\$784.00
Total for Contractual Allowance:	4	\$784.00
Payment-Check	27	\$6,488.62
Payment-Credit Card	1	\$492.00
Refund	1	(\$300.00)
Total for Payment:	29	\$6,680.62
Write Off Courtesy	5	\$2,282.62
Write Off Deceased/No Estate	1	(\$18.84)



Credit Adjustments

View credit adjustments detail by type and roll-up totals.

<u>Payer/Credit Type</u>						<u>Count</u>	<u>Dollars</u>	
Payor AETNA HEALTH PLAN								
Manual Contractual Allowance								
Trip, Post, Deposit Date:	2019-08-03	2019-08-23	2019-08-28	Trip #:	0129-A	Manual Contract Allow-Medicare	1	0.00
Totals For Type Manual Contract Allow-Med						1	\$0.00	
Totals For AETNA HEALTH PLAN						1	\$ 0.00	
Payor AETNA MEDICARE OPEN PLAN PFFS								
Manual Contractual Allowance								
Trip, Post, Deposit Date:	2019-08-01	2019-08-19	2019-08-20	Trip #:	0147-A	Manual Contract Allow-Medicare	2	-11.17
Trip, Post, Deposit Date:	2019-08-01	2019-08-19	2019-08-20	Trip #:	0147-A	Mandated Contractual (CO253)	2	3.04
Trip, Post, Deposit Date:	2019-08-04	2019-09-04	2019-08-29	Trip #:	0119-A	Manual Contract Allow-Medicare	2	548.21
Trip, Post, Deposit Date:	2019-08-04	2019-09-04	2019-08-29	Trip #:	0119-A	Mandated Contractual (CO253)	2	4.40
Trip, Post, Deposit Date:	2019-08-16	2019-09-04	2019-08-31	Trip #:	0147-A	Manual Contract Allow-Medicare	2	-7.61
Trip, Post, Deposit Date:	2019-08-16	2019-09-04	2019-08-31	Trip #:	0147-A	Mandated Contractual (CO253)	2	2.39
Totals For Type Mandated Contractual (CO2)						12	\$539.32	
Contractual Allowances								
Trip, Post, Deposit Date:	2019-08-01	2019-08-12	2019-08-01	Trip #:	0147-A	Contractual Allow-Medicare	2	421.16
Trip, Post, Deposit Date:	2019-08-04	2019-09-04	2019-08-04	Trip #:	0119-A	Contractual Allow-Medicare	4	0.00
Trip, Post, Deposit Date:	2019-08-16	2019-08-27	2019-08-16	Trip #:	0147-A	Contractual Allow-Medicare	2	445.65
Totals For Type Contractual Allow-Medicare						8	\$866.81	
Totals For AETNA MEDICARE OPEN						20	\$ 1,406.13	



Payor Summary

View payor adjustment details showing trips, gross charges, contract allowable, net charges, write-offs, revenue adjustments, refunds, payments and balances by payor type (Medicare, Medicaid, Insurance, Self-Pay) and roll-up totals.

Payor Summary

RescueNet™ Reporting

Payor Type\Primary Payor	Trips	Gross Charges	Contr Allow	Net Charges	Write-offs	Rev Adj	Refunds	Payments	Balance
<None>									
<None>	4	\$1,620.00	\$0.00	\$1,620.00	\$496.00	\$374.00	\$0.00	\$74.00	\$676.00
Totals for: <None>	4	\$1,620.00	\$0.00	\$1,620.00	\$496.00	\$374.00	\$0.00	\$74.00	\$676.00
Medicare									
Humana Gold Choice	5	\$1,566.00	\$0.00	\$1,566.00	\$0.00	\$0.00	\$0.00	\$400.00	\$1,166.00
RR Medicare	3	\$580.00	\$390.52	\$189.48	\$0.00	\$0.00	\$0.00	\$994.11	(\$804.63)
Medicare (SC)	322	\$98,196.80	\$37,965.47	\$60,231.33	\$1,298.30	\$484.91	\$0.00	\$41,728.76	\$16,719.36
Totals for: Medicare	330	\$100,342.80	\$38,355.99	\$61,986.81	\$1,298.30	\$484.91	\$0.00	\$43,122.87	\$17,080.73
Medicaid									
Medicaid of South Carolina	6	\$4,659.00	\$3,298.90	\$1,360.10	\$0.00	\$0.00	\$0.00	\$826.12	\$533.98
FIRST CHOICE(7120)	4	\$2,663.50	\$2,455.80	\$207.70	\$0.00	\$0.00	\$0.00	\$839.20	(\$631.50)
Totals for: Medicaid	10	\$7,322.50	\$5,754.70	\$1,567.80	\$0.00	\$0.00	\$0.00	\$1,665.32	(\$97.52)
Insurance									
Hospice Care of Lowcountry	1	\$0.00	\$1.20	(\$1.20)	\$0.00	\$0.00	\$0.00	\$506.80	(\$508.00)
VETERANS ADM (SC)	1	\$688.00	\$0.00	\$688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$688.00
United Health Community Plan	2	\$811.50	\$532.85	\$278.65	\$0.00	\$0.00	\$0.00	\$215.15	\$63.50
Preston Health Center	1	\$359.25	\$0.00	\$359.25	\$0.00	\$0.00	\$0.00	\$0.00	\$359.25
UNITED HEALTH CARE AARP MED HM	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	(\$200.00)
united Health Care(30863)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	(\$50.00)
Clinical Resource Management	6	\$1,984.00	\$0.00	\$1,984.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$384.00



Payor Aging

View aging detail by payor in 30-day increments from current to over 180 days.

Payor Aging, Current Payor

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
RR Medicare	\$580.00	\$630.40	\$1,311.10	\$750.30	\$794.37	\$517.60	\$4,583.77
TIDEWATER HOSPICE	\$0.00	\$0.00	\$424.00	\$0.00	\$0.00	\$0.00	\$424.00
Tri-Care For Life (7053)	\$0.00	\$50.32	\$0.00	\$0.00	\$0.00	\$0.00	\$50.32
Tricare For Life	\$0.00	\$312.48	\$0.00	\$1,420.00	\$0.00	\$302.68	\$2,035.16
Tricare Region 3-4	\$0.00	\$2,159.50	\$0.00	\$0.00	\$0.00	\$775.50	\$2,935.00
TRICARE SOUTH REGION	\$0.00	\$0.00	\$0.00	\$0.00	\$1,456.00	\$0.00	\$1,456.00
UMWA HEALTH RETIREE FUND (99002)	\$0.00	\$0.00	\$1,052.00	\$0.00	\$0.00	\$0.00	\$1,052.00
United Health (740819)	\$0.00	\$0.00	\$61.61	\$0.00	\$0.00	\$0.00	\$61.61
United Health Care Secondary	\$0.00	\$0.00	\$180.60	\$0.00	\$0.00	\$0.00	\$180.60
United Health Community Plan	\$811.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$811.50
United Healthcare NY (1600)	\$87.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87.52
UNITED HEALTHCARE (31362)	\$520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520.00
United Healthcare (740800)	\$2,019.40	\$404.24	\$230.68	\$322.38	\$123.00	\$0.00	\$3,099.70
UNIVERSAL HEALTH CARE (3211)	\$568.00	\$0.00	\$520.00	\$0.00	\$0.00	\$0.00	\$1,088.00
VETERANS ADM (SC)	\$688.00	\$1,663.50	\$80.00	\$0.00	\$0.00	\$0.00	\$2,431.50
Wellcare (31224)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,744.00	\$0.00	\$1,744.00
Profit Center - <None>	\$146,473.56	\$79,654.50	\$42,315.08	\$21,554.44	\$53,367.74	\$53,489.48	\$396,854.80
	\$146,473.56	\$79,654.50	\$42,315.08	\$21,554.44	\$53,367.74	\$53,489.48	\$396,854.80



Payor Adjustments

View payor adjustments detail by type and roll-up totals.

<u>Payor/Credit Type</u>						<u>Count</u>	<u>Dollars</u>
Payor Bill Patient							
Revenue Adjustments							
Trip, Post, Deposit Date:	2019-08-08	2019-08-26	2019-08-26	Trip #:	0033-A	Discount	
							1
							119.31
				Totals For Type	Discount		1
							\$119.31
Writeoffs							
Trip, Post, Deposit Date:	2019-08-14	2019-09-04	2019-08-30	Trip #:	0040-A	Write Off-Small Balance	
							1
							-5.00
Trip, Post, Deposit Date:	2019-08-20	2019-08-27	2019-08-27	Trip #:	0038-A	Write off per Management	
							1
							1,232.82
				Totals For Type	Write off per Management		2
							\$1,227.82
				Totals For	Bill Patient		3
							\$ 1,347.13
Payor Medicare							
Writeoffs							
Trip, Post, Deposit Date:	2019-08-21	2019-08-26	2019-08-26	Trip #:	0047-A	WO NON BILLABLE CALL	
							1
							257.45
				Totals For Type	WO NON BILLABLE CALL		1
							\$257.45
				Totals For	Medicare		1
							\$ 257.45
				Company Totals			4
							\$ 1,604.58

BILLING AND REIMBURSEMENT SERVICES AGREEMENT

by and between

QUICK MED CLAIMS, LLC

and

TOWN OF MILLS

June 09, 2020

TABLE OF CONTENTS

RECITALS

- 1. TERM**
 - 2. TERMINATION**
 - 3. PROVIDER RESPONSIBILITIES**
 - 4. QMC SERVICES**
 - 5. COMPENSATION**
 - 6. EXCLUSIVITY**
 - 7. RATES**
 - 8. INDEMNIFICATION**
 - 9. LIMITATION OF LIABILITY**
 - 10. INSURANCE**
 - 11. INDEPENDENT CONTRACTOR STATUS**
 - 12. WORKERS COMPENSATION**
 - 13. QMC PERSONNEL**
 - 14. REGULATORY COMPLIANCE**
 - 15. GOVERNING LAW**
 - 16. ASSIGNMENT**
 - 17. NOTICES**
 - 18. SEVERABILITY**
 - 19. WAIVER OF BREACH**
 - 20. FORCE MAJEURE**
 - 21. RECORDS**
 - 22. CONFIDENTIALITY**
 - 23. ENTIRE AGREEMENT**
 - 24. AUDIT AND FINANCIAL PROCEDURES**
- ATTACHMENT A: SCHEDULE OF FEES**
- ATTACHMENT B: QMC SERVICE DETAILS**
- ATTACHMENT C: REPORTS**
- ATTACHMENT D: BUSINESS ASSOCIATES AGREEMENT**
- ATTACHMENT E: ADDITIONAL SERVICES**

AGREEMENT

THIS SERVICE AGREEMENT (hereinafter “Agreement”) by and between **TOWN OF MILLS**, a Municipal Ambulance Service (hereinafter referred to as “**Provider**”), located at 704 Fourth St. Mills, WY 82644 and **QUICK MED CLAIMS, LLC**, a Delaware corporation (hereinafter referred to as “**QMC**”), located at 275 Curry Hollow Road, Pittsburgh, PA 15236, is entered into with an effective date of the 9th day of June, 2020 (the “Effective Date”).

RECITALS.

WHEREAS, Provider operates a medical transportation service; and

WHEREAS, Provider seeks reimbursement for the medical transportation services that it provides; and

WHEREAS, QMC provides billing and reimbursement services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to **Provider** on the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage **QMC** exclusively to provide billing and reimbursement services for the medical transportation services that it provides;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. **TERM.**

This Agreement shall commence on the date first written above and continue for three (3) years (the “Initial Term”) unless otherwise terminated in accordance with Section 2 of this Agreement. The Agreement shall automatically renew for successive one (1) year terms (each “Renewal Terms”) unless otherwise terminated by either party by providing written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current term.

2. **TERMINATION.**

a. **Cause.**

- i. If either **QMC** or **Provider** fails to observe, keep or perform any provision of this Agreement, the other party may give written notice to the non-performing party. If the non-performing party fails to cure the breach within thirty (30) days of such notice, this Agreement may be unilaterally

terminated immediately by the non-breaching party, provided, however, if the corrective action cannot be completed within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.

ii. Either party may terminate this Agreement immediately in writing for any of the following:

1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program; or
2. The other party ceases to exist, for any reason; or
3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment).

iii. **QMC** may terminate this Agreement upon thirty (30) days' notice if **Provider** fails to provide information necessary for **QMC** to timely submit and process claims or if **Provider** fails to cooperate in the appeals process.

b. **Without Cause.**

Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party.

c. **Transition Period.**

If this Agreement is terminated for any reason, the parties agree to a Transition Period that shall commence on the termination date and end ninety (90) days thereafter. During the Transition Period, **Provider** agrees not to forward any claims with dates of service after the termination date to **QMC** for processing. **QMC** agrees to continue to provide billing and reimbursement services for dates of service prior to the termination date as described herein for the entire Transition Period. At the end of the Transition Period, **QMC** shall present to **Provider** a final set of reports, including an invoice for services that details the

work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

3. **PROVIDER RESPONSIBILITIES.**

a. **Information Transfer.**

Subject to the terms of Section 21 hereof, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes, but is not limited to: complete and legible patient demographic information, dispatch information, insurance information, medical records, patient clinical records including patient care reports, essential patient and crew signatures and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third party payors and will submit their billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is its responsibility to complete billing information accurately so that it reflects work actually performed and matches all medical records. **QMC** will not alter the billing information or medical records but shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

b. **Access to Information.**

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools and information that is required by **QMC** for the billing and reimbursement process.

c. **Designation of QMC as Authorized Agent.**

Provider hereby appoints and designates **QMC** as its authorized agent/attorney in fact as provided herein. This appointment is a power coupled with an interest and authorizes **QMC** to institute claims, in the name of **Provider** for the limited purpose of processing claims for reimbursement; provided however that **QMC** shall not turn a claim over to a secondary collector, or institute a legal action, or write off a claim to charity, without first obtaining **Provider's** prior written consent.

d. Notice of Privacy Practices.

Provider agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

e. Outside Consultants.

Unless otherwise provided for in Attachment E attached hereto, any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the financial responsibility of **Provider**.

f. Designated Representative.

Provider shall designate a specific representative to serve as a liaison to **QMC** personnel.

4. QMC SERVICES.

a. Demographic Information Verification.

QMC shall verify and augment through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and reimbursement process.

b. Insurance Information Verification.

QMC shall verify and augment through accessible sources all insurance information supplied by the **Provider** and necessary to support the billing and reimbursement process.

c. Claims Processing.

QMC shall submit all claims for payment for services rendered by the **Provider**, to the appropriate party, including third party payors, third party administrators, estates and patients as appropriate to obtain allowable reimbursement in accordance with service levels outlined in Attachment B. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**.

d. Accounts Receivable Management.

QMC shall provide follow up and accounts receivable management services for claims arising out of services rendered by **Provider** in a timely fashion. **QMC** shall exercise due care, prudence and judgment in the management of **Provider's** accounts receivable. **QMC** shall, with the cooperation of **Provider**, take appropriate measures for the prompt collections of all billings and claims; however, **Provider** shall determine when write-offs shall occur. **QMC** will follow a payor specific set of protocols for account follow up.

e. Reimbursement Posting.

QMC shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts and make such information available to **Provider** for review in accordance with service levels outlined in Attachment B. **QMC** will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

f. Appeals.

In the event of an improper denial or underpayment, **QMC** shall initiate the appropriate appeal process directed to obtaining the appropriate payment. **QMC** will complete all reviews, appeals and related processes to respond to third party payor denials. Such efforts will be completed in accordance with payor specific protocols. **Provider** agrees to cooperate with **QMC** in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

g. Fixed Reporting.

QMC will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment C to this Agreement. If required, upon **Provider's** request, **QMC** may develop custom reports for **Provider**, for which the cost, content and timeliness will be mutually agreed upon by the parties.

h. Other Services.

At **Provider's** request, **QMC** shall provide the services described in this Section 4 with respect to accounts identified by **Provider** that have a date of service prior to the effective date of this Agreement. **QMC** will provide other services to **Provider** as outlined in Attachment E.

i. Provider Policies

In providing services, **QMC** shall follow **Provider's** written policies, copies of which shall be provided to **QMC** prior to execution of this Agreement.

j. Correspondence

QMC shall not send correspondence to patients, third-party payors or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. Correspondence from **QMC** under this Agreement shall not be sent on **Provider's** letterhead.

k. Credit Card Merchant Account

QMC will establish a credit card merchant account and related capabilities to permit **Provider's** patients to pay via any major credit card and allow associated funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees.

5. COMPENSATION.

a. Service Fees.

In recognition of the services provided as described herein, **Provider** shall pay **QMC** in accordance with the rates set forth in Attachment A.

b. Payment Terms.

Provider shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for services. **QMC** shall issue invoices to **Provider** on a monthly basis. If any invoices remain outstanding for forty-five (45) days or more, **QMC** may charge interest on the unpaid balance at the rate of 1 ½ % of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, **QMC** may at its option suspend services hereunder upon 30 day's prior written notice if any invoices remain outstanding for 45 days or more or may terminate this Agreement in accordance with Section 2(a) above.

6. EXCLUSIVITY.

Provider agrees to rely exclusively on **QMC** to provide all billing and reimbursement services for the medical transportation services rendered by **Provider** under this Agreement during the term of this Agreement.

7. **RATES.**

Provider shall set rate schedules for its services as desired and **QMC** will diligently seek reimbursement for such services as provided for herein.

8. **INDEMNIFICATION.**

a. **By Provider.**

The **Provider** shall protect, defend, indemnify, and hold harmless **QMC**, its agents, officers, directors and employees from and against any and all costs, claims, demands, causes of action, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, (collectively referred to as "Claims") that arise out of performance or non-performance of **Provider** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **Provider**, its agents, employees, subcontractors, except for any alleged negligence or condition caused or created, in whole or in part, by **QMC**.

b. **By QMC.**

QMC shall protect, defend, indemnify, and hold harmless **Provider**, its owners, agents, officers, directors and employees from and against any and all Claims that arise out of performance or non-performance of **QMC** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **QMC**, its agents, employees, subcontractors or otherwise.

9. **LIMITATION OF LIABILITY**

QMC's sole obligation is to provide the services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. **Provider** further acknowledges that **QMC** shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. Notwithstanding anything to the contrary contained in this agreement, the liability of **QMC** under this agreement (whether by reason of breach of contract, tort, indemnification or otherwise)

shall not exceed an amount equal to the total fees theretofore paid by **Provider** to **QMC** with respect to the services giving rise to such liability. In no event shall **QMC** be liable for any indirect, special, consequential, incidental, exemplary or punitive damages (including without limitation damages for loss of revenue, loss of data, loss of profits or loss of goodwill) regardless of whether **QMC** has been informed of the possibility of such damages.

10. INSURANCE.

a. By Provider.

Provider shall maintain general liability insurance and professional liability insurance in accordance with usual and customary industry practice. **Provider** shall provide proof of insurance to **QMC** on **QMC's** request. **Provider** shall make **QMC** an "Additional Insured" under **Provider's** professional and general liability policies of insurance, including coverage for ongoing operations and products completed operations. **Provider's** policies of insurance shall include language requiring Additional Insured coverage to **QMC** for any claim "arising out of" **Provider's** work. **Provider's** policy of insurance shall entitle **QMC** to coverage in the full amount of the policy limits. **Provider's** Additional Insured coverage shall be primary and non-contributory, and **QMC's** insurance is secondary and excess coverage. **Provider** shall name **QMC** as an additional insured for every policy year it performs work for **QMC** and for two years after completion of any services to **QMC**. **Provider** shall deliver a copy of its insurance policy and endorsement to **QMC**.

b. By QMC

QMC shall maintain general liability insurance in accordance with usual and customary industry practice. **QMC** shall provide proof of insurance to **Provider** on **Provider's** request.

11. INDEPENDENT CONTRACTOR STATUS.

In the performance of all services hereunder, **QMC** is an independent contractor. All personnel assigned by **QMC** to perform services hereunder shall be considered employees of **QMC**, not employees of the **Provider**. All employees, methods, equipment, and facilities used or employed by **QMC** will at all times be under **QMC's** operational supervision.

12. WORKERS COMPENSATION.

a. Provider.

Provider agrees to provide worker's compensation insurance for **Provider's** employees as required by law at all times when they are assigned to duty related to this Agreement and to ensure that any **non-Provider, non-QMC** personnel assigned duty related to this Agreement by **Provider** shall have such insurance.

b. **QMC.**

QMC agrees to provide worker's compensation insurance for **QMC** employees as required by law at all times when they are assigned to duty related to this Agreement and to ensure that any **non-QMC, non-Provider** personnel assigned duty related to this Agreement by **QMC** shall have such insurance.

13. **QMC PERSONNEL.**

Billing Directors, Account Managers, Billing Specialists, Cash Posters and other **QMC** personnel shall be deemed employees of **QMC** and carried on its payroll, and **QMC** shall retain the right in its sole and absolute discretion, to make all **QMC** personnel decisions and assign personnel to perform the services described in this Agreement. Said personnel will abide by all **QMC** personnel policies as well as **Provider** rules and policies as they relate to services delivered pursuant to this Agreement, provided that **Provider** rules do not conflict with **QMC** personnel policies or **QMC** general operating rules. **QMC** personnel shall be qualified to furnish the services they provide and have appropriate experience, training and expertise.

Provider agrees that it will not recruit, hire or otherwise engage any **QMC** employees, **QMC** associates or employees under subcontract with **QMC** during the term of this Agreement and for a period of one (1) year thereafter, without written consent of **QMC**. **Provider** hereby acknowledges that **QMC** has made a significant investment in its employees and engagement of said employees would result in economic damage to **QMC**.

14. **REGULATORY COMPLIANCE.**

Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.

15. **GOVERNING LAW.**

This Agreement and the rights of the parties hereunder, shall be determined in accordance with the laws of the State of Wyoming.

16. ASSIGNMENT

QMC, without the consent of the other party, may assign this Agreement to an affiliated company or subsidiary owned or controlled by QMC or a successor in interest to substantially all of the business operations of QMC to which the subject matter of this Agreement relates. All representations, warranties, covenants, terms, and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and assigns of the parties hereto.

17. NOTICES.

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to Provider:

Chris Pope

Treasurer

Town of Mills

PO Box 789

Mills, WY 82644

If sent to QMC:

Scott L. Powell

Chief Executive Officer

Quick Med Claims, LLC

275 Curry Hollow Road

Pittsburgh, PA 15236

18. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

19. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

20. FORCE MAJEURE.

Neither QMC nor Provider shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "force majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond

the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, war, strikes, work slowdowns, fire, flood, earthquake or other “acts of God” or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in accordance with Section 2.

21. **RECORDS.**

Pursuant to United States Code, Title 42, Section 1395 et. seq. (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services (“HHS”) and the Comptroller General of the Government Accounting Office (“GAO”), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, **QMC** hereby agrees, if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.

22. **CONFIDENTIALITY**

a. **General Provision.**

Provider and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. **Provider** agrees to sign **QMC**’s standard business associate agreement attached hereto as Attachment D on or before the effective date of this Agreement. In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its

obligations under this Agreement, for or by any third party, without prior written approval by the other party.

b. Terms of the Agreement.

QMC and Provider agree that this Agreement shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

c. Public Relations.

QMC and Provider shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party.

23. ENTIRE AGREEMENT.

This Agreement and documents referred to herein set forth the entire understanding of the parties with respect to the subject matter hereof. Any previous arrangements or understandings between the parties regarding the subject matter hereof are merged into and superseded by the Agreement.

24. AUDIT AND FINANCIAL PROCEDURES.

a. Upon **Provider's** written request, **Provider** shall have the right, at **Provider's** sole expense, to audit and examine **Provider's** accounts receivable information in the custody or control of **QMC** ("Audit"). **QMC** shall permit the Audit to be performed by **Provider**, by **Provider's** counsel or other professional advisors, or by independent auditors retained by **Provider**, of all books, records, account vouchers, checks, bank account documents, and all other materials relating to the services covered by this Agreement for **Provider**. Such Audit shall occur only during normal business hours and shall be of reasonable scope, duration and frequency. In addition, **QMC** shall cooperate with all reasonable third party payor audit requests on claims that have been processed by **QMC**. **QMC** will not be expected to handle audit requests for claims that were processed by another vendor or entity.

b. The parties hereby agree to notify the other immediately in writing in the event of any known or suspected investigation, suit, action, proceeding, claim, or settlement of a dispute relating to billing practices or alleging health care fraud or abuse on the part of the party or any employee, contractor, or agent of the party.

In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

TOWN OF MILLS

QUICK MED CLAIMS, LLC

BY:

BY:

Christine Trumbull

Scott L. Powell

Town Clerk

Chief Executive Officer

DATE: _____

DATE: _____

ATTACHMENT A

SCHEDULE OF FEES

SERVICE FEES

The Service Fee is provided in exchange for the services described in Section 4 of the Agreement. Additional services, if applicable, that are included in the Agreement are outlined in Attachment E.

BILLING AND REIMBURSEMENT SERVICE FEE:

QMC will be the exclusive provider of medical transportation billing and reimbursement services for the Provider as described above at a rate of:

- **8.5% of Collected Revenue for all back billing with prior date of service and any billing moving forward**
- **11.5% of Collected Revenue for any Open A/R Billing previously processed by any Town of Mills staff (also known as Forensic Billing)**

Collected Revenue will include all revenue that is collected and posted in the RescueNet Billing system and reported to Provider on a monthly basis.

ATTACHMENT B

QMC SERVICE DETAILS

SERVICE DETAILS

QMC agrees to provide the following performance levels:

- **QMC** will submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3 (a) for successful submission.
- Reimbursement will be posted by **QMC** within three (3) business days of receipt.

ATTACHMENT C

REPORTS

REPORTS

Operational and Financial Reporting. QMC shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

Monthly Reports:

1. **Closing Balance Summary Report.** This report provides a summarized rollforward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.
2. **Charge Summary Report.** This report provides the detail of charges within the reporting period.
3. **Charge Adjustment Summary Report.** This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.
4. **Credit Summary Report.** This report provides a summary of all credits, including contractual adjustments, payments, refunds and write-offs, that occurred within the reporting period.
5. **Credit Adjustment Summary Report.** This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.
6. **Payor Summary Report.** This report provides a summary of charges and credits associated with each payor.
7. **Payor Adjustments Summary Report.** This report provides a summary of all charge and credit adjustments associated with each payor.
8. **Payor Aging Report.** This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

ATTACHMENT D

BUSINESS ASSOCIATES AGREEMENT

ATTACHMENT E

ADDITIONAL SERVICES

ADDITIONAL SERVICES

QMC agrees to provide the following Additional Services in support of the billing and reimbursement services described in Section 4 of the Agreement:

CLINICAL DOCUMENTATION TRAINING

QMC agrees to schedule and conduct one (1) clinical documentation training program annually for the clinical staff of **Provider**. Each annual offering may include multiple sessions at times and locations mutually agreed upon by the parties.

QMC agrees to process all credit card transactions received as part of our billing program at no additional fee.

QMC agrees to receive all check payments at our office location and deposit them directly into The Town of Mills designated Bank account.

BUSINESS ASSOCIATE AGREEMENT

In accordance with the regulations set forth in 45 C.F.R. Parts 160 and 164 issued pursuant to the *Health Insurance Portability and Accountability Act of 1996* (“HIPAA”) and the *Health Information Technology for Economic and Clinical Health Act* (“HITECH”) set forth in 42 U.S.C. § 17921 et seq., **QUICK MED CLAIMS, LLC** (“Business Associate”) and **TOWN OF MILLS** (“Covered Entity”) hereby enter into this Business Associate Agreement (“Agreement”) as of June 9, 2020 (the “Effective Date”). Business Associate and Covered Entity are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Covered Entity is a “covered entity” as that term is defined in HIPAA; and

WHEREAS, HIPAA requires covered entities and business associates to protect the privacy of “Protected Health Information” (as defined below) by entering into agreements with persons and entities providing services for covered entities and business associates that involve the use or disclosure of protected health information; and

WHEREAS, Business Associate has been engaged by Covered Entity to provide certain services that involve the use or disclosure of Protected Health Information (the “Services”); and

WHEREAS, Business Associate is directly subject to HITECH and certain HIPAA provisions; and

WHEREAS, the Parties desire to conduct their business relationship in a manner consistent with HIPAA and HITECH; and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to incorporate the forgoing recitals as rewritten herein and further agree as follows:

1. Definitions

- a. **Generally.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules (as defined below):

Breach, Data Aggregation, Covered Entity, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Unsecured Protected Health Information, Use, and Workforce.

- b. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. §160.103, and in reference to the party to this agreement, shall mean **QUICK MED CLAIMS, LLC**.
- c. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. §160.103, and in reference to the party to this Agreement, shall mean **TOWN OF MILLS**.

- d. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

2. **Obligations of Business Associate**

a. **Use or Disclosure of Information.**

- i. Business Associate shall not Use or Disclose Protected Health Information other than as required to perform the Services or as Required By Law. Moreover, Business Associate shall at all times comply with the provisions of the HIPAA Rules applicable to Business Associate.
- ii. Business Associate acknowledges that it will make reasonable efforts to limit the Use and Disclosure of PHI to perform or fulfill a function required or permitted under this Agreement to the Minimum Necessary to accomplish the intended purpose of such Use and Disclosure, as specified by the HIPAA Rules and any relevant guidance issued by the U.S. Department of Health and Human Services.
- iii. Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

- b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement, including, without limitation, appropriate training and discipline of Business Associate’s Workforce and restrictions on access to Protected Health Information.

- c. **Mitigation.** Business Associate shall immediately mitigate any harmful effect resulting from Use or Disclosure of Protected Health Information by Business Associate, or its subcontractors or agents, in violation of the requirements of this Agreement.

- d. **Reporting Noncompliance.** Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not expressly provided for by this Agreement of which Business Associate becomes aware.

- e. **Reporting Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. At the request of Covered Entity, Business Associate will identify the date and scope of the Security Incident, Business Associate’s response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known. Notwithstanding the foregoing, the parties acknowledge and agree that this **Section 3 (e)** constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “Unsuccessful Security

Incidents” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of services attacks, and any combination of the above, so long as no such incidents results in unauthorized access, Use, or Disclosure of Covered Entity’s electronic PHI.

- f. Reporting Breaches.** Business Associate shall notify Covered Entity of Business Associate’s discovery of a Breach of Unsecured Protected Health Information within **five (5) days** of Covered Entity’s discovery of such Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will reasonably cooperate with and assist Covered Entity in making notification to third parties as required by the HIPAA Rules in the event of a Breach due to Business Associate.
- g. Subcontractors and Agents.** In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall, if applicable, ensure that any subcontractors or agents that create, receive, maintain, or transmit Protected Health Information on the Business Associate’s behalf agree in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- h. Access/Amendment.** Business Associate will generally not be required to provide an individual access to and/or amendment of PHI received by Business Associate from or on behalf of Covered Entity because (i) such information is not part of a Designated Record Set; (ii) such information is exempt from access or amendment under the HIPAA Rules; (iii) access to or amendment of such information would violate superseding contractual or other legal rights of Covered Entity; and/or (iv) access to or amendment of such information would require Covered Entity to violate professional and ethical standards or other legal duties. In the unlikely event that Business Associate receives a request from an individual to access or amend PHI, such request will be forwarded to Covered Entity. If Business Associate maintains a Designated Record Set, Business Associate will (i) make available PHI in accordance with 45 C.F.R. § 164.524; and (ii) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526. Any denials of access to or amendment of PHI requested will be the responsibility of Covered Entity.
- i. Accounting.** Business Associate agrees to document and make available information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R § 164.528 and the HITECH Act. Business Associate further agrees to provide Covered Entity such information upon request to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528 and the HITECH Act.
- j. Compliance with Investigations.** Business Associate shall make all internal practices, books, records, and agreements with subcontractors and agents relating

to the Use and Disclosure of Protected Health Information received or maintained pursuant to this Agreement available to Covered Entity or the Secretary for purposes of determining Business Associate's or Covered Entity's compliance with the HIPAA Rules.

- k. Subpoenas.** Business Associate shall notify Covered Entity within **two (2) business days** of Business Associate's receipt of any subpoena, discovery request, or other lawful process for Protected Health Information that is not accompanied by an order of a court or administrative tribunal. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with Covered Entity in such challenge.
- l. Remuneration.** Business Associate agrees not to directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity receives a valid HIPAA authorization.
- m. Performance of a Covered Entity's Obligations.** To the extent Business Associate is to carry out any obligation of Covered Entity under the HIPAA Rules, Business Associate shall agree to comply with the same requirements that apply to Covered Entity in the performance of such obligation.

3. Obligations of Covered Entity

a. Notice of Privacy Practices and Restrictions.

- i.** Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information, promptly after Covered Entity receives notice of any such limitations from Covered Entity.
- ii.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information, promptly after Covered Entity receives notice of any such changes or revocations from Covered Entity.
- iii.** Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information, promptly after Covered Entity receives notice of such restriction from Covered Entity.

- b. Minimum Necessary.** Covered Entity will limit any disclosure of PHI to the Minimum Necessary to accomplish the intended purpose of such Disclosure, as

specified by the HIPAA Rules and any relevant guidance by the U.S. Department of Health and Human Services.

- c. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

4. **Termination.**

- a. **Term.** The term of this Agreement shall begin on the Effective Date and shall terminate upon the termination or expiration of the engagement for the Services or on the date either Party terminates this Agreement for cause as authorized in this **Section 4 (b)**, whichever is sooner.
- b. **Cause for Termination.** Either Party may immediately terminate this Agreement and the engagement for the Services upon a material breach of the provisions of this Agreement or the HIPAA Rules by the other Party. Termination will be effective upon delivery of written notice of termination to the other Party.
- c. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this **Section 4 (c)**, for as long as Business Associate retains the Protected Health Information;
 - iv. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth in **Section 2 (a)** which applied prior to termination; and
 - v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information 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.

- d. **Survival.** The obligations of the parties under this Section and **Section 5** shall survive the termination or expiration of this Agreement.

5. Indemnification.

- a. **Indemnification of Covered Entity by Business Associate.** Business Associate shall indemnify, defend and hold Covered Entity and any of its respective officers, employees, representatives, agents, successors or assigns, harmless from and against any liability and costs, including attorneys' fees, arising from a violation of HIPAA due solely to the acts or omissions of Business Associate.
- b. **Indemnification of Business Associate by Covered Entity.** Covered Entity shall indemnify, defend and hold Business Associate, and any of Business Associate's officers, employees, representatives, agents, successors or assigns, harmless from and against any liability and costs, including attorneys' fees, arising from a violation of HIPAA due solely to the acts or omission of Covered Entity.

6. Miscellaneous.

- a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary or appropriate for the Parties to comply with the requirements of the HIPAA Rules.
- c. **Remedies.** Business Associate hereby agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Agreement and that such damages shall be difficult to quantify. Business Associate hereby agrees that, in addition to all other available remedies at law or in equity, Covered Entity may file an action for an injunction to enforce the terms of this Agreement against Business Associate, in addition to any other remedy Covered Entity may have.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules.
- e. **No Third-Party Rights.** Nothing in this Agreement is intended or shall be construed to confer any rights or entitlements to remedy on any person or entity other than Covered Entity and Business Associate.

[Remainder of Page Intentionally Blank. Signature Page Follows]

SIGNATURE PAGE – BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the first date above written.

TOWN OF MILLS

QUICK MED CLAIMS, LLC

By: Christine Trumbull

By: Scott Powell

Its: Town Clerk

Its: Chief Executive Officer