

ORDINANCE NO. 2013 - 25

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH MEDICOUNT MANAGEMENT, INC., FOR THE
PURPOSE OF EMS BILLING SERVICES**

WHEREAS, the City of Mason currently uses Medicount Management, Inc., for EMS
billing services; and

WHEREAS, the City and Medicount Management, Inc., have renegotiated the terms of
said agreement.

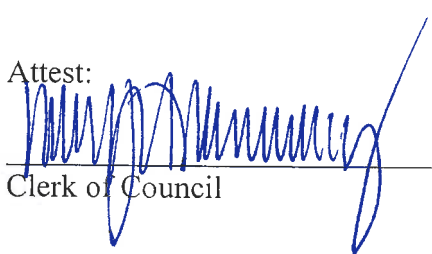
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio,
seven members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement with
Medicount Management, Inc., for EMS billing services substantially in the form of the
agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be in force from and after the
earliest period allowed by law.

Passed this 11th day of February, 2013.

Attest:


Clerk of Council


Mayor

EXHIBIT "A"

Business Associate Addendum

This Addendum is effective on ___ day of ___, 2012, and is made part of the Agreement by and between **CITY OF MASON, Warren County, Ohio** ("EMS Agency") and Medicount Management, Inc. ("Business Associate").

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

2. Prohibition on Unauthorized Use or Disclosure of Protected Health Information. Business Associate shall not use or disclose any Protected Health Information ("PHI") received from or on behalf of EMS Agency, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR as if Business Associate were a healthcare provider; (b) State laws, rules and regulations that apply to PHI and that are not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency's Health Information Privacy and Security Policies and Procedures.

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

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

(a) The disclosure is required by law; or

(b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose PHI that such person or organization agrees to:

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

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

5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services.

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

7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, section 1320d-2 (d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of EMS Agency pertaining to an individual. Business Associate shall document and keep these security measures current.

8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI or Health Information received from or on behalf of EMS Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.

9. Access to PHI by Individuals. Business Associate shall permit a participant to inspect and copy PHI in Business Associate's custody or control that pertains to such participant. Business Associate shall establish procedures providing for such access that at a minimum comply with Title 45, Part 164, Subpart E, and Section 164.524 of the CFR.

10. Accounting to EMS Agency and to Government Agencies. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency available to EMS Agency and to DHHS or its designee for the purpose of providing an accounting of disclosures to the participant or determining Business Associate's compliance with the provisions of Title 45, Parts 160 and 164 of the CFR.

11. Correction of Health Information. Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of the amendment to all agents or subcontractors who maintain and rely on the PHI that is the subject of the amendment.

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

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

14. Right to Terminate for Breach. Notwithstanding any other provision of the Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of the Agreement related to the use or disclosure of PHI or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to Business Associate of termination, with such notice stating the violation that

provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in such notice.

15. Return or Destruction of Health Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate, if feasible, shall return to EMS Agency or destroy all PHI, in whatever form or medium (including in any electronic media under Business Associate's custody or control), that Business Associate received from or on behalf of EMS Agency, including any copies of and any PHI or compilations derived from and allowing identification of such PHI. Business Associate shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration, or other conclusion of the Agreement. Within such 30-day period, Business Associate shall certify on oath in writing to EMS Agency that such return or destruction has been completed or, if return or destruction is not feasible, Business Associate must provide, within 30 days, written justification explaining why such PHI could not be returned or destroyed and agree to limit any further uses and disclosures to the purposes which make destruction or return infeasible.

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

17. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of this date as indicated above (paragraph 1, page 1).

EMS AGENCY:
CITY OF MASON

By: _____ ☒

Print Name: _____ ☒

Title: _____ ☒

Date: _____ ☒

BUSINESS ASSOCIATE:
MEDICOUNT MANAGEMENT, INC.

By: _____

Print Name: Joseph A. Newcomb

Print Title: Vice President

Date: _____