

**MEDICAL COMPLIANCE SERVICES**PO Box 11153
Lexington KY 40574-1153
Telephone: 859.224.8119
Cell: 859.552.0885
Fax: 859.425.4068Email: info@medcompliance.com

Medical Compliance Services, Inc. Business Associate Agreement

THIS AGREEMENT, by and between LFUCG Division of Fire & Emergency Services ("Covered Entity") and Medical Compliance Services, Inc. ("Associate") is executed for the purpose of ensuring that Associate carries out its obligations to Covered Entity in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA").

This Agreement encompasses Associate's assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to by Associate, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

Associate agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. To mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of PHI by the Associate in violation of this Agreement.
4. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Associate becomes aware;
5. Ensure that any agents or subcontractors to whom Associate provides PHI, or who have access to PHI, agree to certain restrictions and conditions that apply to Associate with respect to such PHI;
6. Make PHI available to Associate and to the individual who has a right of access as required under HIPAA within 30 days of the request to Covered Entity by the individual;
7. Incorporate any amendments to PHI when notified to do so by the Covered Entity;
8. Provide an accounting of all uses or disclosures of PHI made by Associate as required under the HIPAA privacy rule within 60 days;

9. As may be required by law, make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Associate and Covered Entity's compliance with HIPAA;
10. At the termination of this Agreement or the arrangement between the parties, return or destroy all PHI received from, or created or received by Associate on behalf of Covered Entity, and if return is infeasible, the protections of this agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by Associate on behalf of Covered Entity shall include, but not necessarily be limited to:

1. Audit and review of run information of Covered Entity's patients;
2. Training and counseling relating to pitfalls and areas of concern for ambulance employees relating to run and related documentation;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Covered Entity to its patients or to appeal denials of payment for same.
4. The review of patient care information and providing advice to Covered Entity concerning a particular ambulance incident;
5. The review of patient care information and other medical records and submission of that information to carriers, insurers, and other payers with respect to Associate assisting Covered Entity in an insurance or Medicare audit or other similar action;
6. The review of patient care information with respect to providing Covered Entity with business and optional advice generally and in the course of performing compliance assessment activities by Associate;
7. Audits of signatures and documentation relative to Physician Certification Statements for non-emergency transports, including review of checking credentials and review of signature logs at facilities.;
8. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

Associate agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
2. Associate will ensure that any agent, including a subcontractor to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of Covered Entity agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.

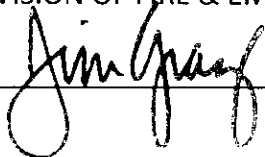
3. Covered Entity agrees to alert Covered Entity of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Covered Entity of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Covered Entity, in its sole discretion, if it determines that Associate has violated a material term or provision of this Agreement pertaining to Covered Entity's obligations under the HIPAA privacy or security rules, or by either party if the other engages in conduct that would result in a material violation of the HIPPA privacy or security rules.

Agreed to this 2nd day of May, 2013.

LFUCG DIVISION OF FIRE & EMERGENCY SERVICES

By: _____

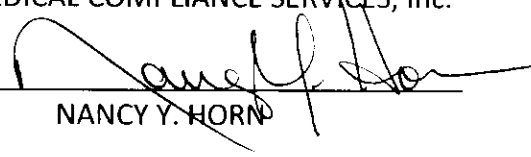


Title: Mayor

Date: 5-7-2013

MEDICAL COMPLIANCE SERVICES, Inc.

By: _____


NANCY Y. HORN

Title: President

Date: 2-27-2013



MEDICAL COMPLIANCE SERVICES

PO Box 11153
Lexington KY 40574-1153
Telephone: 859.224.8119
Cell: 859.552.0885
Fax: 859.425.4068

Email:

Compliance and Auditing Consultation Agreement

This Agreement is entered into the date set out below by and between Medical Compliance Services, Inc, a KY corporation ("Consultant") and LFUCG Division of Fire & Emergency Services, an ambulance company located in Lexington, KY ("Client").

- A. **Services Provided by Consultant.** The Client retains Consultant to assist in the development of a customized Compliance Program, policies/procedures, and to perform the following services in accordance with the terms of this Agreement.
1. On-Site visits once a quarter, to include, but not limited to, annual administrative training of staff, annual regular compliance training for employees, and annual auditing of documentation at the Service location as well as on-going services describe in section 2. Such services shall also include:
 - a. randomly audit **run documentation** with regard to compliance with Medicare and Medicaid rules and regulations. Such auditing of run documentation shall take into account the Federal Code of Regulations and the Office of the Inspector General relative to ambulance transportation.
 - b. provision of training and counseling regarding compliance issues, the pitfalls and areas of concern for ambulance employees regarding run and related documentation.
 - c. random audits of the signatures and documentation relative to Physician Certification Statements for non-emergency transports. This will include checking credentials for those signing a PCS and review of the signature log at the facility.
 - d. assist client with provider enrollment/revalidation for Medicare and KY Medicaid.
 - e. depending on the areas of need and concern, a particular quarterly visit may require a greater focus on one or more of the above services relative to others. The parties may have attached a schedule hereto setting forth more specifically the anticipated emphases for each quarter.
 - f. unless otherwise agreed to in writing, the above services and compensation therefore incorporate all expenses and time of MCS, including but not limited to travel, mileage, meals and lodging and *such expenses shall not be the responsibility of the Client.*
 2. On-Going services- to include:
 - a. remain current on run documentation related compliance and billing issues and update client by phone and/or email of such issues.

- b. as a supplement to on-site services, provide reasonable assistance and consultation to Client with provider enrollment for Medicare and Kentucky Medicaid.
- c. participate in various Medicare groups, advisory and otherwise, to represent the interests of Client and keep current on changes that may impact Client.
- d. reasonable and appropriate communications and planning prior to on-site visits as well as post on-site reports and communications.
- e. unless otherwise agreed to in writing, such services include all expenses of MCS, including but not limited to travel, mileage, meals, lodging, copying and postage expenses, organizational membership fees and on-going credentialing and continuing education expenses. Such services shall also include pre on-site visit coordination and planning, as well as post on-site visit reports and *such expenses shall not be the responsibility of the Client.*

3. **Additional services-** The parties may agree to additional services on such terms of additional compensation as they may agree to in writing.

B. **Disclosure/Disclaimer-** It is understood by the parties that the above services are not intended to include all possible local, state or federal regulatory actions and policies except as specifically set forth above. Regulatory laws, regulations and policies to include, but not limited to, HIPPA, Red Flag, HITECH, are extensive and include coverage relative to ambulance services. The services of MCS may include some aspects of local, state and federal laws regulations and policies, but only as specifically set forth in the Description of Services or otherwise agreed to in writing by the parties as a part of the "Additional Services" mentioned above. Client should consult with legal counsel and accountants as necessary regarding compliance with all such local, state and federal laws, regulations and policies that may apply to your service.

C. **Fee Schedule** - For the services described above (on-site and on-going) and subject to termination provisions, Client will compensate MCS according to one of the rates as selected below (**Initial one**):

1. **Non -KAPA Members-**

Option A.- \$665 a month with the first installment due at time of signing and a like payment every 30 days thereafter.

Option B.- \$1,950 per quarter, with first payment due at signing and a like payment every 90 days thereafter

Option C.- \$7,600 for 12-month period, due at time of signing

2. **KAPA Members**

Option A. - \$630 a month with the first installment due at time of signing and a like payment every 30 days thereafter.

Option B. - \$1,850 per quarter, with first payment due at signing and a like payment every 90 days thereafter

Option C. - \$7,200 for 12-month period, due at time of signing.

- D. **Term of Agreement.** The initial term of this agreement will be for twelve (12) months following the execution of this agreement and initial payment to Consultant pursuant to the option above selected by Client. At the conclusion of the initial twelve (12) month term, the parties may enter into such agreement for services as may be agreeable to both parties. Notwithstanding the foregoing, in the event that either party defaults on a material provision of this Agreement, the non-defaulting party may terminate this Agreement if the breaching party does not cure the breach within 14 days of after receiving written notice of such breach or default.
- E. **Independent Contractor.** The Client and Consultant agree that Consultant is an independent contractor with respect to the services described above and otherwise anticipated under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes and fees related to compensation it receives for services performed pursuant to this Agreement.
- F. **Confidential information.** The Consultant agrees that any information it or its employees or representatives receive during the course of it's consultations with Client concerning the business and financial affairs of the Client is proprietary and confidential and will be treated by the Consultant and its representatives in full confidence and will not be revealed to any other persons, firms or organizations, except as mandated by law. Likewise, Client agrees that documentation and information furnished by Consultant to Client is considered proprietary and confidential and such documentation and information will be treated by Client and its representatives in full confidence and will not be revealed to any other persons, firms or organizations, except as mandated by law.
- G. **Business and other Agreements.** The parties acknowledge that they may be required by state and federal law to enter into certain agreements, including but not limited to business associate and other agreements that may be required by federal HIPAA laws.
- H. **Liability.** With regard to the services provided by Consultant under this Agreement, the Consultant shall not be liable to Client for any acts or omissions in the performance of services on the part of the Consultant, its employees or agents, except when said acts or omissions are due to willful misconduct or gross negligence as adjudged by mediation results or court orders.
- I. **Disputes and Venue** Regarding any disputes that cannot resolved between the parties, they shall first attempt to resolve such dispute through mediation proceedings in Fayette County, KY with a mediator to be selected by mutual agreement of the parties. In the event that they cannot resolve such dispute through mediation, either party may initiate legal proceedings in Fayette County, KY.
- J. **No Authority to Bind Company.** Consultant acknowledges and agrees that it and its representatives have no authority to enter into contracts that bind the Client or create obligations on the part of the Client without the prior written authorization of the Client.
- K. **Terms of Use.** Any and all current and future documents are prepared exclusively for Client by Medical Compliance Services, Inc. ("MCS"). They do not constitute legal advice, nor establish any attorney-client relationship. These documents may be modified or amended to suit the purposes of the Client, but MCS bears no responsibility for any modifications.

These Documents are licensed only for use by Client and may not be distributed to any other individual or entity except as required in the normal course of business (eg. for review by supervising governmental agencies, or Client's attorneys and accountants). Any other distribution of these documents require the prior written permission of MCS. These documents may be copyrighted by MCS and any use, reproduction or distribution that is not in accordance with these Terms are strictly prohibited unless advance written permission is obtained from MCS.

L. **Miscellaneous.**

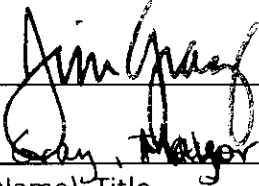
1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with written consent of the parties.
2. **Sole Agreement.** This Agreement, including any exhibits or separate written agreements between the parties, constitutes the sole agreement of the parties and supersedes all oral discussions and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and deemed sufficient upon delivery when delivered personally, by overnight mail, by certified or registered mail, or sent by email or fax as set forth on the signature page of this Agreement

WHEREAS, the parties have entered into this Agreement the 2nd day of May, 2013.

Client:

LFUCG Division of Fire & Emergency Services

by: _____



Jim Gray, Mayor
(Printed Name); Title

Address: 200 E. Main St.
Lexington, KY 40507

Email: _____

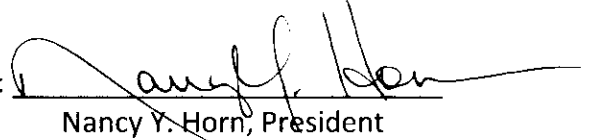
Telephone: 859-231-5660

Fax: 859-281-6136

Consultant:

Medical Compliance Services, Inc.

by: _____



Nancy Y. Horn, President

Address: P.O. Box 11153
Lexington, KY 40574-1153

Email: nancy@medcompservices.com

Telephone: 859.552.0885

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