



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 _____ day of _____, 2013.

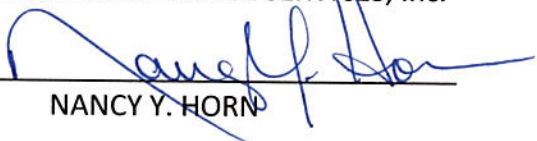
LFUCG DIVISION OF FIRE & EMERGENCY SERVICES

By: _____

Title: _____

Date: _____

MEDICAL COMPLIANCE SERVICES, Inc.

By: 
NANCY Y. HORN

Title: President

Date: 2-27-2013