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HIAWATHA FIRE-RESCUE

MEMORANDUM

TO: HONORABLE MAYOR, HIAWATHA CITY COUNCIL

FROM: MIKE NESSLAGE, FIRE CHIEF

SUBJECT: MERCY HOSPITAL BUSINESS ASSOCIATE AGREEMENT

DATE: 7/13/2017

Before you is an agenda item to approve business associate agreement and contract with Mercy Hospital. Some back ground info will help you out.

Hiawatha Ambulance has been participating in a pilot program with St. Luke's and Mercy Hospitals. Mobile Integrated Health Care, or Community Paramedicine. With this program paramedics make home visits to residents who are dismissed from the hospital with a high risk of re-admission. When a high risk patient is dismissed, the hospital will contact us with the information. We will schedule a visit with the patient. During the visit, we review all their medications, history, etc. with them. If they are having trouble with something…getting their meds picked up, transportation to appointments, etc. we help make those connections for them. We really act as patient advocates more than treating them. As you well know, not every patient has a family to follow up, or is truthful with their family. We help fill that gap.

This came about because many insurers are now paying a flat fee to the hospital for treatments. For example, on a person with COPD exasperation, they will pay $X amount. If the person is there for 2 days or 5 days, it's still $X. Along with that, if the person returns within a set time it's considered the same visit. So if COPD person goes in, stays for 2 days, comes home, doesn't take meds, and goes back in and stays for five days, hospital still only gets $X. It's in the hospitals best interest to avoid.

Mean while, for ambulance services these individuals are service drivers. For example: patient "A" has been transported 5 times in the last 16 months, and had at least that many ER visits without calling 9-1-1. We would much rather work with patient A during the daytime, on our schedule, vs. 3 AM when A is in distress. It also allows us to participate in other risk reduction activities. For example we can check smoke detectors and look for trip hazards while in the home.

This is a national trend. There are some say Mobile Integrated Health is the way of the future. That insurance will start paying ambulance services this way. I'm not sure about that, and neither are some of the other experts. I am sure that the role of EMS is going to continue to evolve and this is part of staying in front of it. If we want to stay a regional leader in providing EMS, and stay competitive with other ambulance services, it's a process we need to participate in.

I have attached several articles and a white paper about similar programs, if you are interested in learning more about community paramedicne.

Before you on the agenda is the approval of Business Associate Agreement, that says we agree to follow HIPAA policies, the Contract, which sets a fee of $95 for each visit for them to pay us. I've reviewed each of them. We can meet the requirements they lay out for us and have our own HIPAA and CMS compliance programs. I recommend approval of both documents.

Let me know what questions you have.

HIAWATHA FIRE-RESCUE

July 13, 2017

Mayor William Bennett and
Hiawatha City Council Members
101 Emmons Street
Hiawatha, IA 52233

Mayor Bennett and Council Members,

I understand that you will be considering the Mobile Integrated Healthcare (MIH) business associate agreement and contract with Mercy Medical Center at your next regular meeting.

MIH, also referred to as Community Paramedicine, is an exciting new model of pre-hospital care delivery. A true community collaboration, based on the concepts of high-risk patient identification and monitoring, MIH is being deployed throughout the Country and is starting to show real results. Better chronic disease management, less hospital admission and higher levels of patient engagement and satisfaction are all being realized in this model.

In fact, these models continue to grow in scope and may represent future system expansion and financial support models for Fire-EMS systems.

As a recognized leader in EMS delivery in this region, Hiawatha Fire-Rescue is positioned well to be part of this new model. I have been involved in the initial development of this program and as Medical Director will have close oversight for the activities of our Fire-EMS staff in this program.

I would appreciate your support of this contract.

Sincerely,

Timothy J. Sagers M.D.
Medical Director
Hiawatha Fire Department

101 Emmons St.
Hiawatha, IA
52233

Collaboration Between Paramedics, Hospitals Pays Dividends for Patients In St. Charles County

Wed, Apr 5, 2017 | By Kyle Gaines

The "First 100 Days" is typically a time metric reserved for elected officials, but in St. Charles County, a collaborative effort between Paramedics and BJC Healthcare posted some impressive results of its own during the first 100 days. The Initiative, called Mobile Integrated Health [MIH], has resulted in an estimated $149,000+ expenditure savings and vast improvements in patients' health status self-assessments.

The program starts at Barnes-Jewish St. Peters and Progress West Hospitals, where physicians and case managers identify patients at high-risk for readmission to the hospital following an in-patient stay for certain serious health conditions: congestive heart failure, chronic obstructive pulmonary disease, acute myocardial infarction, or pneumonia.

"Without strict adherence to care plans and medication regimens, conditions such as these can become exacerbated quickly," explains Jill Skyles, VP of Nursing for both hospitals. "They can be particularly challenging for those who are newly-diagnosed and trying to adjust to new healthcare routines."

Enter St. Charles County Ambulance District [SCCAD] advanced practice Paramedics Russ Allen and Kimberlyn Tihen, who meet with the patient and BJC case managers prior to discharge. Together, the group works to identify needs and goals specific to each patient. Individuals enrolled in the MIH program receive home visits from Paramedics over a four-week period, where their health condition is monitored through physical exams, medication reviews, dietary compliance discussion and disease management education. Lab and other diagnostic tests and interventions also may be performed in-home as needed, and results are reported back to enrolled individuals' physicians. The program's overarching goal is to teach patient self-management while avoiding unnecessary readmission during the 30-day post-discharge period.

From Nov. 1 to Feb. 15, the program enrolled 28 patients; 17 successfully completed the program and 11 were actively enrolled on Feb. 15. Of the 17 who completed the program, 13 successfully avoided readmission and four were hospitalized - a program success rate of 76.5 percent. Using data from Centers for Medicare and Medicaid Services regarding costs related to emergency department and hospital admissions, direct avoidance of 13 patients from readmission potentially saves $149,097 in unnecessary care and associated cost to the healthcare system with subsequent hospitalization.

In addition, patients indicated significant gains on health status self-assessment, with those who completed the program reporting average improvements of 46.7 percent in ability to perform usual activities and 37.7 percent in overall health status. Level of pain/discomfort, anxiety/depression and mobility also saw notable improvements. According to those enrolled, the program's success can be attributed to those canvassing St. Charles County, visiting patients from all walks of life.
"Keep hiring the same quality of employees - people with compassion, concern and kindness," said 88-year old Mary Walters, who even after graduation from the program continues to stay in touch with Allen and Tihen.

Given the success achieved during the MIH program's pilot period, BJC and SCCAD are working closely to develop strategies for making the initiative a permanent fixture in St. Charles County.

By

Kyle
Gaines

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Mercy Flights "house call" program hoping to expand

Health News Local News Top Stories Video July 6, 2017 Kristin Hosfelt
ambulance, Medford, mercy flights, mobile integrated healthcare, paramedics, reducing ER visits

93 7

MOBILE INTEGRATED HEALTHCARE PROGRAM

Medford, Ore. — A local program aimed at reducing emergency room visits while empowering patients, is seeing great success. Mercy Flights launched it's Mobile Integrated Healthcare program at the start of 2016. Since then, they've seen a significant decrease in emergency visits among patients participating, and now, they're looking to expand.

"It's more of a nursing approach, rather than a 9-1-1 emergency approach," Mobile Integrated Provider and Community Paramedic, Kalah Hilliker says.

Kalah Hilliker is no stranger to healthcare, she's been working on an ambulance for nearly a decade.

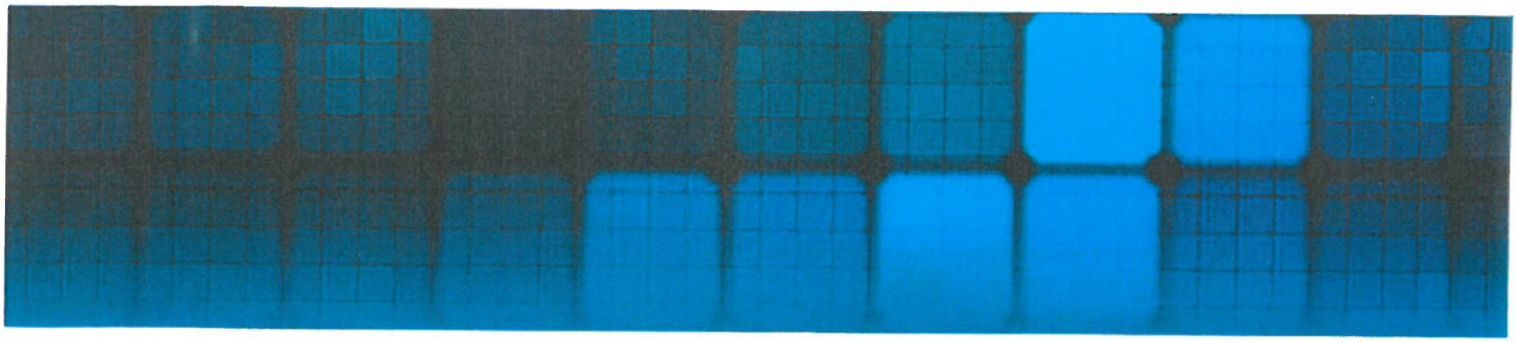
"It's a little bit frustrating seeing the same patients over and over again and not being able to help them in the way that they need to be helped," Hilliker says.

But the Mobile Integrated Healthcare program at Mercy Flights is changing that.

"In this program, I'm actually able to research resources, and help them, and get them the care that they need," Hilliker says, "so they aren't having to go to the ER for every little thing."

"It's a really cool feeling," she adds.

While crews are equipped with many of the same tools they'd have on an ambulance, there's no emergency when they



Mobile Integrated Healthcare Practice: A Healthcare Delivery Strategy to Improve Access, Outcomes, and Value

Eric Beck, DO, NREMT-P; Alan Craig, MScPl, ACP; Jeffrey Beeson, DO, RN, EMT-P; Scott Bourn, PhD, RN, EMT-P; Jeffrey Goodloe, MD, NREMT-P; Hawnwan Philip Moy, MD; Brent Myers, MD, MPH; Edward Racht, MD; David Tan, MD; Lynn White, MS

The U.S. health care system is often described as one that fails to achieve optimal health outcomes while generating exorbitant costs for patients, payors and society. [1] The Institute of Medicine (IOM) estimates that $750 billion—30% of the U.S. annual health care budget—is wasted on unnecessary services, inefficient delivery, excessive administrative costs and prevention failures. [2] Barriers to patient access, fragmentation of acute and chronic care, ineffective management of chronic illness, and complex, outdated reimbursement processes leave patients, clinicians and payors frustrated at historic levels. In *Crossing the Quality Chasm*, released in 2001, the Institute of Medicine (IOM) Committee on the Quality of Health Care in America described an urgent need to redesign the healthcare delivery system. The IOM emphasized the need to expand information technology and to create payment policies based on innovation, outcomes and performance improvement, rather than on the delivery of care itself. [3] Renewed focus on bringing healthcare to the patient, specifically by delivering care outside of traditional settings, has underscored the need for realignment of financial incentives and reimbursement policy. [4]

A special problem: 24/7 coordinated out-of-hospital care

The discontinuities of health service are notably evident in the care of patients at home; this is particularly true for the chronically ill, frail elderly and mobility impaired. Multiple single-purpose providers offer niche care and often only during restricted hours of operation, neither of which match the actual needs of this patient population.

As a result, patients are routinely referred to hospital emergency departments (EDs) by their healthcare providers, outside of normal business hours, despite the common knowledge that the ED is an imprecise match to their needs. Further, care gaps such as a lack of post-acute transitional care make preventable re-admissions a virtual inevitability that is both expensive and disappointing to patients, caregivers and the health care system.

We identified a series of features essential to a comprehensive and accountable MIHP program. These include:

- Cataloging of provider competencies and scopes of practice
- Medical oversight, both in program design and in daily operation
- Population needs and community health assessment
- Strategic partnerships with stakeholders, engaging a spectrum of healthcare providers including, but not limited to: physicians, advanced practice nurses, physician assistants, nurses, emergency medical services personnel, social workers, pharmacists, clinical and social care coordinators, community health workers, community paramedics, therapists, and dieticians
- Patient access through patient-centered mobile infrastructure
- Coordinating communications, including biometric data
- Telepresence technology, connecting patients to resources, and permiting consultation between in-home providers and those directing care
- Capacity for patient navigation
- Transportation and mobility
- Shared/Integrated health record
- Financial sustainability
- Quality/outcomes performance measurement

Population needs that could be well suited for the MIHP strategy include: chronic disease management; unscheduled acute care evaluation and treatment; primary, secondary and tertiary prevention strategies; population health surveillance; culturally competent social services; patient navigation; care coordination; patient advocacy and education.

Currently, access to the U.S. healthcare system is fragmented, often based on a patient's perception of their condition: emergent (e.g, 9-1-1/emergency department), urgent (e.g., nurse advice line/urgent care), or routine (e.g., medical home/walk-in clinic/primary care). Utilizing communication centers that coordinate care using integrated health records, health information exchanges, telepresence technology, real-time call processing and mobile care services can allow patients unparalleled, even around the clock, access to coordinated care.

Philosophically, the MIHP framework is structured to provide patient-centered care, with every effort made to ensure patients receive the right care, by the right provider, at the right place, in the right time and at the right cost. MIHP is a strategy for improving population health indexed to meaningful and measureable clinical and patient experience goals. If the barriers to appropriate timely and cost effective in-home health care are to be removed, an easily reproducible strategy framework must be offered and adopted to facilitate integration among health care providers.

Most importantly, this model must remain patient-centered, with an emphasis on ease of access to care, developing new non-traditional portals of entry, continuity of care and transparency. It is through the synergy of these attributes that care can be improved—safer, more timely, and of higher quality and satisfaction.

MIHP is proposed as a restructuring of care, not a new way to spend additional health care money. In fact, most experimental initiatives in mobile care arena have demonstrated a consistent inability to establish economic sustainability because they operate as "additions" to health care spending. In contrast, the MIHP strategy is designed to support and augment other patient-centered delivery models including the Patient Centered Medical Home, the Chronic Care Model and the Accountable Care Organization by providing an optimized mix of care, likely at costs lower than traditional models. In most cases, it is likely that MIHP could be funded within one of these

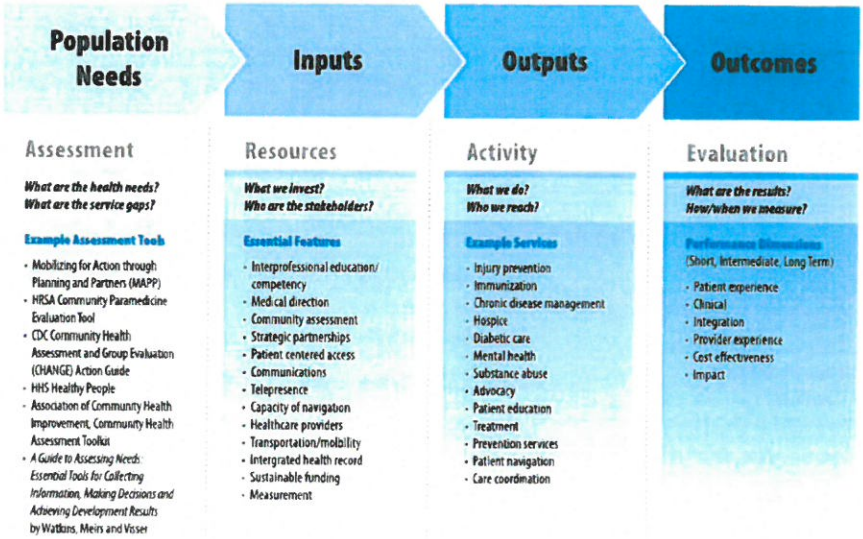
provider. [11] Further, in most EMS systems, between 20 and 30% of EMS emergency responses do not result in a transported patient for a variety of reasons, including patient refusal of care against medical advice, on-scene treatment without transport, and calls where the incident failed to produce a treatable patient. [12]

In some communities, regulatory change will be required to maximally leverage the EMS system in a historically unconventional role for non-emergent healthcare delivery. The classic role and expectation of EMS providers, regulatory constraints, payment structures and a skill set focused on intervention in specific medical emergencies have all prevented EMS from fully participating in more comprehensive health care delivery. In nearly all communities, EMS providers—and EMS systems themselves—operate in obsolete and restrictive regulatory frameworks designed 40 years ago or more. For instance, many state's regulations prohibit EMS resource from assisting any patient other than those who chose to call 9-1-1 as their point of entry to care. In addition, most EMS systems are funded by fees charged for transportation to the hospital rather than for effective clinical services,[4, 13, 14] an incentive structure which actually contributes to waste and missed opportunities in health care delivery.

We recognize that EMS may not play a central role in certain austere environments such as those where emergency medical service is provided solely by volunteers or other scenarios. In these settings, local public health agencies, hospitals and primary care practitioners may need to play a pivotal role in the design of MIHP, but the infrastructure provided by those systems will be of value.

Finally, MIHP will require evolution in the skills of its care providers. Regardless of an individual professional's previous training and experience, it is anticipated that MIHP will require additional competencies to address the highly inter-professional nature required within MIHP, how MIHP integrates care, and how its technologies facilitate patient care goals. [15] Competencies and curricula for MIHP must support the philosophy, essential features and tenets of this new practice model.

Figure 1: Mobile Integrated Healthcare Practice Logic Model



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BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between Mercycare Service Corporation and/or Mercy Medical Center, Cedar Rapids, Iowa (the "Covered Entity"), and City of Hiawatha Fire and Rescue (the "Business Associate").

RECITALS

A. Covered Entity is a health care provider subject to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder ("HIPAA").

B. Business Associate, through the provision of certain services for or on behalf of the Covered Entity pursuant to a certain agreement entered into with Covered Entity on June 1, 2017 (the "Effective Date") for the provision by Business Associate of community paramedic visit services for Covered Entity (the "Underlying Agreement"), is a "business associate" of the Covered Entity as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.

C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information and Electronic Protected Health Information disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of entering into the Underlying Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

I. DEFINITIONS

1.1 **"Agreement"** has the meaning set forth in the preamble.

1.2 **"ARRA Breach"** has the same meaning as the term "Breach" in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.

1.3 **"Business Associate"** has the meaning set forth in the preamble.

1.4 **"Covered Entity"** has the meaning set forth in the preamble.

1.5 **"Data Aggregation"** means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.

1.6 **"Designated Record Set"** means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about Individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity

to make decisions about Individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.

1.7 **"Document Demand"** has the meaning set forth in Section 3.12.

1.8 **"Effective Date"** has the meaning set forth in the preamble.

1.9 **"Electronic PHI"** means information that comes within paragraphs 1(i) or 1(ii) of the definition of "protected health information," as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

1.10 **"HIPAA"** has the meaning set forth in the Recitals.

1.11 **"HITECH Act"** means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.

1.12 **"Individual"** means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.13 **"PHI"** means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

1.14 **"Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.15 **"Protected Health Information"** means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.16 **"Required by Law"** has the same meaning as the term "'required by law" in 45 C.F.R. § 164.103.

1.17 **"Secretary"** means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

1.18 **"Security Incident"** has the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.19 **"Security Rule"** means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.

1.20 "Underlying Agreement" has the meaning set forth in the Recitals.

1.21 "Unsecured Protected Health Information" or **"Unsecured PHI"** means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).

1.22 Remaining Terms. Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

II. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Underlying Agreement Uses and Disclosures. Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Other Permitted Uses. If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.

2.3 Other Permitted Disclosures. If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Compliance with Privacy Rule. Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Underlying Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity's obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.

3.2 Prohibition on Unauthorized Use or Disclosure. Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

3.3 Minimum Necessary.

(a) Business Associate shall limit its use and disclosure of PHI under this Agreement to the "minimum necessary," as set forth in guidance that the Secretary will issue regarding what constitutes "minimum necessary" under the Privacy Rule. Until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R. § 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.

(b) Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of the Privacy Rule.

3.4 Safeguarding PHI; Security Regulations. Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.

3.5 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.

3.6 Reporting. In the event that Business Associate becomes aware of a use or disclosure of PHI by Business Associate that is not permitted under this Agreement, Business Associate shall report such use or disclosure to the Covered Entity promptly in writing and in any event, within 5 days of becoming aware of the use or disclosure. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement the term "Security Incident" does not include inconsequential incidents that occur on a frequent basis such as scans or "pings" that are not allowed past Business Associate's firewall. Notwithstanding this Section 3.6, the Business Associate's reporting obligations regarding any ARRA Breach are set forth in Article IV.

3.7 Subcontractors. Business Associate shall ensure that all subcontractors or agents of Business Associate that create, receive, maintain or transmit PHI on behalf of the

Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all agents, including subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.

3.8 Access.

(a) Within twenty (20) days of a request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable the Covered Entity to respond to an Individual's request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.

(b) In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity immediately and take no direct immediate action on any such request. If the Covered Entity determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with the Covered Entity to provide to any Individual, at the Covered Entity's direction, any PHI requested by such Individual.

3.9 Amendment.

(a) If the Covered Entity requests that Business Associate amend any Individual's PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

(b) In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity within ten (10) days of Business Associate's receipt of such request and shall take no direct immediate action on the request.

3.10 Records Availability. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

3.11 Accounting of Disclosures.

(a) If the Covered Entity requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall, within fifteen (15) days of such request, make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

(b) In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall within ten (10) days forward such request to the Covered Entity and shall take no direct action on the request.

3.12 Demands for Production of PHI.

(a) **Receipt by Business Associate**. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI (a "Document Demand"), Business Associate shall provide a copy of such Document Demand to Covered Entity within five (5) days of receipt. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards contained in 45 C.F.R. § 164.512(e), Business Associate shall timely respond to the Document Demand.

(b) **Receipt by Covered Entity**. If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).

3.13 Request for Restrictions on Disclosure of PHI. As required by Section 13405 of the HITECH Act and 45 CFR 164.522 (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

3.14 Remuneration for PHI.

(a) Except as explicitly permitted in the Underlying Agreement and also set forth in paragraph (b) below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.

(b) Paragraph (a) above does not apply if the purpose of the exchange is: (1) for public health purposes pursuant to 45 CFR § 164.512(b) or § 164.514(e); (2) for research purposes pursuant to 45 CFR § 164.512(i) or § 164.514(e), where the only remuneration received by the Covered Entity or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the protected health information for such purposes; (3) for treatment and payment purposes pursuant to 45 CFR § 164.506(a); (4) for the sale, transfer, merger, or consolidation of all or part of the Covered Entity and for related due diligence as described in the HIPAA definition of health care operations and pursuant to 45 CFR § 164.506(a); (5) To or by a Business Associate for activities that the Business Associate undertakes on behalf of a Covered Entity (or on behalf of a Business Associate in the case of a subcontractor), pursuant to 45 CFR §§ 164.502(e) and

164.504(e), and the only remuneration provided is by the Covered Entity to the Business Associate (or by the Business Associate to the subcontractor, if applicable), for the performance of such activities; (6) to an Individual, when the Individual requests access to his or her PHI pursuant to 45 CFR § 164.524 or when the Individual requests an accounting of disclosures pursuant to 45 CFR § 164.528; (7) for disclosures Required By Law; and (8) for any other purpose permitted by HIPAA where the only remuneration received by the Covered Entity or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee expressly permitted by law.

3.15 Marketing Restrictions. Business Associate shall ensure that any Marketing communications it makes on behalf of Covered Entity are in compliance with the rules governing marketing set forth in 45 C.F.R. 164.508(a)(3), including but not limited to the requirements that Business Associate must obtain an authorization from an Individual prior to making any marketing communication to such Individual.

3.16 Fundraising Limitations. Business Associate shall ensure that any fundraising communications Business Associate makes on behalf of the Covered Entity are in compliance with the rules governing fundraising communications set forth in 45 C.F.R. 164.514(f), including but not limited to the requirement that Business Associate must provide, with each fundraising communication made to an Individual, a clear and conspicuous opportunity for the recipient of the communication to elect not to receive any further fundraising communications. Business Associate shall ensure that all Individuals electing not to receive any further fundraising communications do not receive any further fundraising communications.

IV. ARRA BREACH NOTIFICATION.

4.1 Risk Assessment by Business Associate. If Business Associate becomes aware of a potential ARRA Breach, Business Associate shall complete a risk assessment of the potential ARRA Breach to determine whether the potential ARRA Breach is an ARRA Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2), as amended by the final rule published in the Federal Register on January 25, 2013 at 78 Fed. Reg. 5566.

4.2 Notification to Covered Entity. If, after completing such risk assessment, Business Associate concludes that there was an ARRA Breach, Business Associate shall notify the Covered Entity of the ARRA Breach as soon as reasonably possible, and in all cases within five (5) business days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that an ARRA Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such ARRA Breach. The notification shall also include: (a) a brief description of what happened, including the date of the ARRA Breach and the date of the discovery of the ARRA Breach, if known; (b) a description of the types of Unsecured PHI that were involved in the ARRA Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis disability code or other types of information were involved); (c) recommended steps that Individuals should take to

protect themselves from potential harm resulting from the ARRA Breach; and (d) a brief description of what the Business Associate is doing to investigate the ARRA Breach, to mitigate harm to Individuals, and to protect against any further ARRA Breaches. Business Associate shall maintain evidence to demonstrate that any required risk assessment was completed and notification to the Covered Entity under this paragraph was made unless the Business Associate determines that a delayed notice (as described in Section 4.3) applies.

4.3 Delayed Notification to Covered Entity. Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to demonstrate the reason for the delayed notification and that the required notification under this paragraph was made

4.4 Notification to Individuals, the Secretary and/or the Media. In the event of an ARRA Breach caused by Business Associate, its agents and/or subcontractors, Business Associate shall provide assistance to Covered Entity in making all ARRA Breach notifications. To the extent Covered Entity incurs expenses and costs to comply with its notification obligations with respect to an ARRA Breach by Business Associate, its agents and/or subcontractors, in addition to any other remedies that may be available to Covered Entity under this Agreement or any applicable law, Business Associate shall reimburse Covered Entity for all costs and expenses (including attorneys' fees) incurred by Covered Entity related to providing the notifications required under 45 C.F.R. §§ 164.404, 406 and 408. Notwithstanding the foregoing, if the parties agree that Business Associate will, on behalf of Covered Entity, and within the applicable time frames required by law under 45 C.F.R. §§ 164.404, 406 and 408, prepare and send out any and all required ARRA Breach notifications to Individuals, the Secretary and/or to the media, Business Associate shall prepare and send such ARRA Breach notifications at Business Associate's sole expense and in compliance with the requirements of 45 C.F.R. 164.404, 406 and 408, as applicable. However, any ARRA Breach notifications Business Associate would prepare and send on behalf of Covered Entity shall be subject to Covered Entity's review and pre-approval before the notifications are sent. Additionally, in the event of an ARRA Breach, Business Associate agrees to pay for the credit monitoring fees for affected individuals for a period of at least two (2) years of credit monitoring.

V. TERM AND TERMINATION

5.1 Term. This Agreement is effective upon the effective date of the Underlying Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Underlying Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.

5.2 Termination for Cause. Notwithstanding any provision in this Agreement, Covered Entity may terminate this Agreement and the Underlying Agreement if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act. Covered Entity shall provide written notice to Business Associate with an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period, or if cure is not possible, this Agreement and the Underlying Agreement shall automatically and immediately terminate, unless termination is infeasible.

5.3 Termination after Repeated Violations. Notwithstanding any provision in the Agreement, Covered Entity may terminate the Underlying Agreement and this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has repeatedly breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.

5.4 Obligations Upon Termination. Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or the Underlying Agreement. Upon termination of this Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity as directed by Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

(a) Except as provided in paragraph (b) of this Section 5.4, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy, PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of this Agreement. Within ten (10) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. INDEMNIFICATION; INSURANCE

6.1 Indemnification by Business Associate. Business Associate will indemnify

and hold harmless Covered Entity, and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI that violates or is not permitted by this Agreement, HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

6.2 Right to Tender or Undertake Defense. If Covered Entity is named as a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate, Covered Entity shall have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

6.3 Right to Control Resolution. Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.

6.4 Insurance. Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

6.5 Conflicts. With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Underlying Agreement.

VII. GENERAL PROVISIONS

7.1 Effect. The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

7.2 Amendment. Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.

7.3 No Third Party Beneficiaries. This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or

for any third-party beneficiary, including without limitation Individuals who are the subject of PHI.

7.4 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

7.5 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Underlying Agreement is assigned.

7.7 Relationship of the Parties. Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

7.8 Counterparts; Facsimile Signature. This Agreement may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

7.9 Notification

(a) **Business Associate**. To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Agreement, notice shall be provided to:

Mike Nesslage, Fire Chief
City of Hiawatha Fire and Rescue
101 Emmons Street
Hiawatha, Iowa 52233
319-393-4180

(b) **Covered Entity**. To the extent notice is required to be provided by Business Associate to Covered Entity under any provision in this Agreement, notice shall be provided to:

Privacy Officer
Mercy Medical Center
701 10th Street SE
Cedar Rapids, Iowa 52403-1292
319-398-6846

7.10 Compliance with State Law. Iowa law shall govern with respect to interpretation and enforcement of this Agreement.

7.11 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BUSINESS ASSOCIATE

City of Hiawatha Fire and Rescue

By:_____

Print Name: Bill Bennett

Title: Mayor

Date:_____

COVERED ENTITY

Mercy Medical Center, Cedar Rapids, Iowa

By:_____

Print Name: Timothy Quinn, M.D.

Title: EVP & CCO

Date:_____

PROVISION OF SERVICES AGREEMENT

THIS AGREEMENT is entered into on this 1st day of June, 2017 by and between Mercy Medical Center, Cedar Rapids, Iowa, an Iowa non-profit corporation ("Mercy"), and City of Hiawatha Fire and Rescue with its principal place of business at 101 Emmons Street, Hiawatha, Iowa 52233 ("Service Provider").

WHEREAS, Mercy owns and operates a medical center for the purpose of providing quality, efficient and accessible health care, to residents of eastern Iowa, including medically underserved communities; and

WHEREAS, in furtherance of its mission, Mercy desires to contract with Service Provider for the provision of services, as defined in this Agreement, and Service Provider desires to contract for the provision of such services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties agree as follows:

ARTICLE I
STATUS OF PARTIES

The parties to this Agreement are independent contractors. None of the provisions of this Agreement are intended to create or shall be construed to create, an employment relationship, agency, partnership, joint venture, corporation or any other relationship between the parties other than that of independent parties, contracting hereunder solely for the purpose of implementing the provisions of this Agreement. Accordingly, none of the parties hereto, nor any of their respective employees or agents, is, or by reason of the provisions hereof, shall be, deemed to be the agent, employee or representative of any other party. Mercy and Service Provider maintain separate and independent management and each has full, complete, absolute and sole authority and responsibility regarding their own separate organizations and operations.

ARTICLE II
SERVICE PROVIDER'S DUTIES

Section 2.1 Provision of Services. Service Provider shall provide services ("Services") upon request by Mercy. A description of Services is set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2.2 Qualifications of Service Provider. Service Provider represents and warrants that they are qualified by virtue of education and experience to provide Services hereunder. Service Provider consents to undergo a criminal background check, including but not limited to a dependent adult abuse background check, and Medicare program exclusion check upon request of Mercy.

Section 2.3 Insurance. Service Provider shall maintain general liability insurance in an amount acceptable to Mercy to insure Service Provider against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with any services provided by Service Provider under this Agreement. Service Provider shall provide Mercy with a certificate of insurance for the foregoing policy upon execution of this Agreement and shall immediately notify Mercy in the event of any change to or cancellation of said policy. The provisions of this section 2.3 shall survive termination of this Agreement.

Section 2.4 Compensation for Services. Service Provider shall submit a bill to Mercy on a monthly basis for compensation of services. Such charges shall be based upon the fee schedule set forth in Exhibit A. Receipt of payment from Mercy shall be considered payment in full for Services.

ARTICLE III
HIPAA RESPONSIBILITIES

Section 3.1 Use and Disclosure of Protected Health Information by Service Provider. In fulfillment of Service Provider's obligations under this Agreement, Service Provider will regularly use and/or disclose Protected Health Information that is subject to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act of 1996 (the "Privacy Regulation"). Accordingly, Service Provider agrees to execute Mercy's Business Associate Agreement in conjunction with this Agreement.

ARTICLE IV
EFFECTIVE DATE, TERM & TERMINATION

Section 4.1 Effective date. The Effective Date of this Agreement shall be June 1, 2017.

Section 4.2 Term. This Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect for one (1) year (the "initial term"). This Agreement may be extended for additional one (1) year terms upon the mutual prior written agreement of the parties.

Section 4.3 Termination. (a) This Agreement may be terminated at any time for any reason upon the mutual agreement of the parties.

(b) Either party may terminate this Agreement for any reason by giving the other party at least thirty (30) days prior written notice of the terminating party's intention to terminate the Agreement.

(c) Either party may immediately terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of

creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the insolvent party shall immediately notify the other party of its occurrence.

(d) Mercy may immediately terminate this Agreement in the event Mercy determines that Service Provider has breached a material term of this Agreement as provided under the HIPAA Privacy Regulations at 45 CFR §164.504(3)(2)(iii).

Section 4.4 Effects of termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

ARTICLE V
NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be sent certified mail, return receipt requested. All notices shall be deemed to have been given as of the date of the postmark by the Post Office. Postmark by meter machine shall not be recognized as due notice. All notices shall be addressed to the other party at the following addresses or at such other address as a party may from time to time designate by notice hereunder:

Timothy L. Charles, President & CEO
Mercy Medical Center
701 10th Street SE
Cedar Rapids, Iowa 52403

Mike Nesslage, Fire Chief
City of Hiawatha Fire and Rescue
101 Emmons Street
Hiawatha, Iowa 52233

With a copy to:
General Counsel
Mercy Medical Center
701 10th Street SE
Cedar Rapids, Iowa 52403

ARTICLE VI
ACCESS TO RECORDS REQUIRED BY HHS

If and to the extent required by Section 1395x(v)(1) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, the parties shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of the

parties as are necessary to certify the nature and extent of the costs of the services provided by the parties under this Agreement. The parties agree that, in the event they carry out any of their duties under this Agreement through a subcontract with a value or cost of $10,000 or more over a 12-month period with a related organization, such contract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of the parties as are necessary to certify the nature and extent of such costs. The parties' obligations hereunder shall extend beyond the term of this Agreement.

ARTICLE VII
CONFIDENTIALITY

The parties agree to keep confidential and not use or disclose to others, except as expressly consented to by the other party or required by law, any secrets or confidential technology, proprietary information, customer lists, marketing analysis and strategies or trade secrets of the other party, or any matter or information ascertained through the provision of services hereunder, the use or disclosure of which might reasonably be construed to be contrary to the best interest of the other party. Each party's obligations under this Article VII shall extend beyond the term of this Agreement.

ARTICLE VIII
NONDISCRIMINATION

Neither party shall discriminate or permit discrimination against any employee, applicant or patient on the grounds of age, race, color, religion, sex, handicap or national origin as prohibited by state or federal law.

ARTICLE IX
MEDICAID QUI TAM REQUIREMENTS

Section 9.1 Compliance Program Requirements. Service Provider agrees to comply with portions of Mercy's compliance program that address the False Claims Act, administrative and state law remedies for false claims, Mercy's policies and procedures for detecting and preventing fraud, waste and abuse, and the rights of employees to be protected as whistleblowers in relation thereto. Mercy's Corporate Compliance Program, policies and procedures can be found at http://www.mercycare.org/about/organizational-integrity/

Section 9.2 Employee Background Checks Requirements. Service Provider agrees to perform background checks on all employees, contractors and agents who will provide Services on Mercy's campus or will otherwise be present on Mercy's campus and Service Provider certifies that neither it, nor its employees, contractors and agents are

disbarred, suspended, ineligible for, or excluded from, participation in Medicare or Medicaid programs.

ARTICLE X
MISCELLANEOUS

The following provisions shall extend beyond the term of this Agreement:

Section 10.1 Iowa Law Applies. This Agreement shall be construed, and all of the rights, powers, and liabilities of the parties hereunder shall be determined, in accordance with the laws of the State of Iowa.

Section 10.2 Amendments to Law. The parties recognize that this Agreement at all times is to be subject to applicable state, local, and federal law and that the Agreement shall be subject to amendments in such laws and regulations and to new legislation.

Section 10.3 Law Supersedes Agreement. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement.

Section 10.4 Illegality. Notwithstanding any other provision of this Agreement, if any federal, state or local government or agency passes, issues, interprets, or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits or in any way materially adversely changes or affects any party's rights or obligations hereunder, the party so affected may give the other party notice of intent to amend this Agreement to the satisfaction of the noticing party, to compensate for such prohibition, restriction, limitation or change. If the parties do not or cannot mutually agree to amend this Agreement in writing, then either party may elect to terminate this Agreement pursuant to section 4.3(b) above without further liability to the other.

Section 10.5 Severability. If any provision or clause of this Agreement or application thereof to any person or circumstances is held invalid or unlawful, such invalidity or unlawfulness shall not affect any other provision or clause of this Agreement or application thereof which can be given effect without the invalid or unlawful provision, clause or application.

Section 10.6 Assignment. All rights and obligations under this Agreement shall be personal to each party and shall not be assigned or otherwise disposed of by either party without prior written approval of the other party. Subject to the foregoing limitation upon assignment, the rights and obligations under this Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their heirs, executors, administrators, successors and assigns.

Section 10.7 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 10.8 No Construction Against Drafting Party. The parties acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against Mercy merely because Mercy has prepared it.

Section 10.9 Entire Agreement. This Agreement and all Exhibits attached hereto and incorporated herein contain the entire understanding between the parties. This Agreement shall supersede all prior agreements, writings and discussions between the parties regarding provision of Services.

Section 10.10 Amendments. No changes, modifications, or alterations of any of the terms and provisions contained in this Agreement and such Exhibits shall be effective unless changed, modified or altered in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

MERCY:

_____ _____

Timothy Quinn, M.D., EVP & CCO
Mercy Medical Center, Cedar Rapids, Iowa

Date

SERVICE PROVIDER:

_____ _____

Bill Bennett, Mayor

Date

EXHIBIT A
SERVICES AND FEES

1. **SERVICES.** Service Provider agrees to provide community paramedic visits to patients ("Services") for Mercy to work under the direction of Mercy upon Mercy's request as mutually agreed. Community paramedic visits involve Service Provider implementing post-discharge health assessments for individuals with high risk discharge needs under the direction of Mercy. Notification of the patient shall be conducted by Mercy. Service Provider will attempt to make a home visit within 48 hours of discharge and will notify the Mercy care coordination team of visit status and outcomes.

2. **FEES.** Mercy shall pay Service Provider for Services as follows: $95.00 per completed patient visit to be paid on a monthly basis following receipt of documentation from Service Provider for Services provided during the previous month. Mercy agrees to pay Service Provider within 30 days of receipt of bill for Services.

DRAFT

RESOLUTION NO. 17-
City Council

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A BUSINESS ASSOCIATE AGREEMENT BETWEEN HIAWATHA FIRE AND RESCUE AND MERCYCARE SERVICE CORPORATION AND/OR MERCY MEDICAL CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor is hereby authorized to sign the Business Associate Agreement between Hiawatha Fire and Rescue and MercyCare Service Corporation and/or Mercy Medical Center to provide home visits to high risk patients (see attached agreement Exhibit A).

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 19th day of July, 2017.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk