

# AGREEMENT FOR SERVICES

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 5<sup>th</sup> day of June, 2014 between City of Central Falls, 150 Illinois Street, Central Falls, RI 02863, ("Customer"), and The Dawson Group, Inc. ("TDG"), 41 Sharpe Drive, Cranston, RI 02920. (Customer and TDG may hereinafter each be referred to singularly as a "Party," and collectively as the "Parties").

## RECITALS

1. Customer offers ambulance services.
2. TDG offers billing, collection and administrative services to healthcare providers.
3. Customer desires to engage TDG to provide its services effective June 5, 2014 (the "Effective Date"), subject to the terms and conditions of this Agreement.

## AGREEMENT

In consideration of the recitals and the mutual agreements contained herein, the Parties hereto agree as follows:

1. **Services.** During the term of this Agreement, TDG shall provide a) Practice Management Services as described in Exhibit "A", b) Ongoing Billing and Collection Services as described on Exhibit "B", and c) Collection Services of Pre-existing A/R as described on Exhibit "C", attached hereto and incorporated herein (collectively, the "Services"). *Notwithstanding any provision in this Agreement to the contrary, all services provided under this agreement shall be subject to the services, compensation and term located in the bid awarded June 5, 2014. Notwithstanding any provision in this Agreement, TDG shall not violate any Collective Bargaining Agreement or city, state or federal laws and, if violated, shall solely be responsible for defending any claims that result.*
2. **TDG's Performance of Services; Compliance with Laws.** TDG shall exercise all reasonable business efforts to perform the Services in a timely and professional manner. TDG shall perform the Services in accordance with all applicable federal, state and local laws and regulations, including, but not limited to the federal patient medical records privacy and confidentiality laws. The parties hereby acknowledge and agree that in the performance of the Services, TDG will be acting as a Business Associate of Customer, as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively "HIPAA"). In order to comply with HIPAA, the Parties acknowledge that they enter into a HIPAA Business Associate Agreement, in the form of Exhibit "D", attached hereto.
3. **Compensation and Payment.**
  - a. **Services.** As compensation for the Services provided pursuant to this Agreement, Customer shall pay TDG the amounts set forth on Exhibits "A", "B" and "C".
  - b. **Invoicing.** TDG shall provide Customer with an invoice setting forth a description of the Services provided by TDG during the previous month. Customer shall pay TDG invoices within ten (10) days of receipt.
4. **Agreement Not to Solicit Employees.** At all times during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, without the other party's prior written consent, both parties shall not directly or indirectly, contact, solicit, divert, take away or hire, or attempt to contact, solicit, divert, take away or hire, any employees of the other party.
5. **Term and Termination.** This Agreement shall continue for a period of three-years (the "Initial Term") following the Effective Date. Following the expiration of the Initial Term, the term of this Agreement shall automatically renew for additional three-year term. If neither party gives written notice of termination to the other party within one-hundred-twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, then the parties shall be deemed to have automatically renewed the Agreement for an additional three year term.

On the Effective Date, TDG will immediately commence a) Practice Management Services as described in Exhibit "A", b) Ongoing Billing and Collection Services as described in Exhibit "B" and, on June 1, 2014, will commence Collection Services of Pre-existing A/R as described in Exhibit "C".

6. **Effect of Termination or Expiration.**

**6.1 Customer's Continuing Obligation to Pay for the Services.** The Customer understands and acknowledges that, because billing and collection services are billed upon collection, at any time at which this Agreement may terminate, there will remain outstanding many patient accounts for which TDG has billed and/or conducted collection services, but for which it has not yet received payment. The Customer therefore agrees that, upon and after the termination of this Agreement, (a) TDG shall continue to have sole responsibility for collection of outstanding patient accounts receivable for which TDG has already billed patients or third-party payers, (b) the Customer shall maintain the lockbox account (if applicable) and (c) the Customer shall continue to pay TDG promptly upon receipt of any applicable collections, all amounts due TDG in respect of any such applicable collections, at the rate of the last full-service month. Upon TDG's written request, the Customer shall, within the one year after termination of this Agreement, provide TDG with monthly accounting of the disposition of all patient accounts receivable outstanding at the time of such termination, together with reasonable supporting documentation.

**6.2 Return of Customer's Data.** Upon expiration or termination of this Agreement for any other reason other than Customer's default, TDG shall return immediately to Customer all data, materials, files and records due Customer under this Agreement. The Customer will be responsible for the cost associated with shipping this data.

**6.3 Customer Default.** In the event of termination by TDG due to Customer's default, Customer shall be liable for all amounts then owing the Initial Term or any extension or Renewal Terms, together with all costs (including reasonable attorney fees) incurred by TDG in enforcing its rights hereunder. In the event of termination of this Agreement by TDG due to Customer's default, TDG shall retain exclusive and sole possession of Customer's data, materials, files, records, software, hardware, or any other information provided by the Customer until the Services have been paid in full.

7. **Third Party Contracts.** The Customer warrants to TDG that none of the Third Party Contracts entered into between Customer and its payers or other parties conflict with TDG's provision of Services hereunder or would require the Customer or TDG to obtain permission or a license for use by TDG of any Billing Information. The Customer does hereby indemnify and shall hold harmless (including reasonable expert's and attorney's fees) and defend TDG and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") from all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with a violation or breach of the foregoing warranties, or a breach by TDG of any of the Third Party Contracts.

8. **Assignment.** This agreement may not be assigned by either Party without the other Parties prior written consent. Any assignment attempted by one Party without the other Parties prior written consent shall be void.

9. **Severability.** If any provision of this agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remaining provisions shall not be affected thereby. Such remaining provisions shall be fully severable and shall be enforceable as if such invalid provisions never had been inserted in this Agreement.

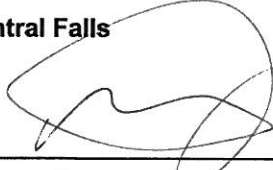
10. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements between the Parties relating to the subject matter hereof. This Agreement may not be modified, changed or waived orally, but only in writing signed in mutual agreement by the Parties. The failure of a Party to exercise any power or right hereunder or to insist upon strict compliance with the obligations hereunder shall not constitute a waiver of a Party's right to demand exact compliance with the terms hereof. □□□□□□□□

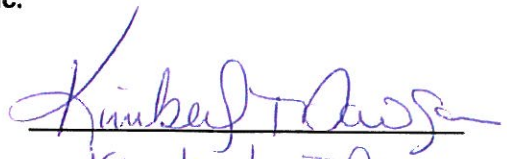
11. **Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, disregarding such state's rules governing conflicts of law. The parties agree that venue for any dispute arising under this Agreement shall be in the courts of the State of Rhode Island.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

City of Central Falls                      The Dawson Group, Inc.

By:   
Name: James A. O'Connell  
Title: Mayor  
Date: July 28, 2014

By:   
Name: Kimberly T. Dawson  
Title: President  
Date: 2/27/14


Address for Notices:

City of Central Falls  
150 Illinois Street  
Central Falls, RI 02863  
Attn: Chief Robert E. Bradley, Jr.

Address for Notices:

The Dawson Group, Inc.  
41 Sharpe Drive  
Cranston, RI 02920  
Attn: Kimberly T. Dawson

Reviewed by AFO  
Per FSA 7/24/14

  
Leonard Morgans  
Administrator & Finance Officer

  
City Solicitor

## EXHIBIT "A"

### Practice Management Services

TDG shall provide the services initialed below for the monthly fee of .5%.

#### 1. Accounting

- a.  Record cash receipts for checks received via Post Office Box.
- b.  Process transfers of funds between Customer's bank accounts as directed by Customer.
- c.  Process accounts payable invoices from payees, etc
- d.  Prepare checks for accounts payable and submit for approval and signature from Customer.
- e.  Assist Customer's accountant in preparation of Customer's corporate year-end tax return.
- f.  Verify and record auto withdrawals when processed (e.g. payroll, payroll taxes, payroll data processing fees)
- g.  Verify and record direct deposits from insurance carriers.
- h.  Verify and record deposits from collection agency (Peter Robert's and Assoc.).

#### 2. Personnel / Payroll Activities

- a.  Assist in negotiation with Healthcare Providers (Health, Dental and Life & Disability), including census preparation
- b.  Process new employees
- c.  Process terminated employees
- d.  Monitor Long Term Care year end equalization and process payments.
- e.  Assist Customer accountant and TPA with 401K year end compliance
- f.  Represent Customer in yearly worker's compensation insurance audit
- g.  Prepare and submit payroll to payroll service and distribute checks.
- h.  Coordinate with payroll service regarding various state and federal remittances and reporting.
- i.  Process special payrolls, buy outs, extra year end payroll, etc. as directed by Customer.
- j.  Process special requests to individual paychecks (tax deductions, 401K deductions, direct deposit changes, address changes etc...)

#### 3. Manage credentialing process as follows:

- a.  Make changes to the provider's insurance profile
- b.  Obtain new group or individual provider number's
- c.  Link new location (with provider number) to a group
- d.  Re-credentialing to insurance carriers

#### 4. Insurance carrier relations

- a.  Negotiate fee schedules with insurance carriers
- b.  Meet with insurance carriers as needed
- c.  Follow up on insurance carriers directives

#### 5. Expense Account

- a.  Reimburse expenses to each physician who submits receipts and CME credits
- b.  Report expense account to accountant for yearend equalization

#### 6. Manage License renewals

- a.  Assist in submitting license or license renewal applications along with processing reimbursement for licenses (e.g. State, Controlled Substance, DEA, etc...)

Although not all inclusive, for clarity we list the following expenses as borne by Customer ... fees charged by Customer's accountant, fees associated with 401K TPA, fees charged for Payroll Processing, fees and bank charges associated with Customer's bank accounts, and fees charged by Collection Agency.

## EXHIBIT "B"

### Ongoing Billing and Collection Services

- A. **Accounts:** Ongoing accounts for all Customer locations, after the Effective Date.
- B. **TDG Responsibilities:** The "Services" shall constitute the following:
1. With respect to each charge provided by Customer to TDG, upon TDG's receipt from Customer of all patient account and charge information required by this Agreement and/or separately requested by TDG, TDG shall, in a timely fashion but in no event later than thirty (30) business days after such receipt, submit a claim for payment of such patient account receivable to the primary insurance provider, and, if applicable, any other indicated third-party payer and/or the individual patient.
  2. If Customer sets up a lockbox, Customer shall instruct its lockbox provider to send a duplicate copy of all items received in the lockbox to TDG; and TDG shall instruct all third-party payers to make payments to the lockbox. If Customer does not set up a lockbox, Customer shall forward a copy of the deposit, including all EOB's, denials, checks and other relevant information to TDG within forty-eight hours of receipt and TDG shall instruct all third-party payers to make payments in accordance with the written instructions that Customer may from time to time provide to TDG.
  3. TDG shall send Customer monthly reports of all billing activity and payments received.
  4. TDG shall use its reasonable best efforts to collect all patient accounts receivable.
  5. TDG shall respond to Customer's questions in a timely fashion.
- C. **Customer Responsibilities.**
1. Customer acknowledges that for TDG to provide the Ongoing Billing and Collection Services in accordance with its responsibilities that Customer must provide TDG with complete and correct information relating to each patient account and the patient's insurance provider. Customer agrees to provide TDG the following, via access to associated hospital IT System or otherwise, and to update the following with each subsequent patient referral:
    - name of patient's insurance company and name of patient's insurance plan,
    - telephone number for checking the status of a claim,
    - address to where claims should be submitted,
    - copy of any contract for any applicable third-party payer,
    - the procedures codes for individual items whether or not a discount has been negotiated and how any such discount should be presented on the claim invoices,
    - authorizations required for billing and any special claims form that may be required, and such other patient and/or insurance information as TDG may from time to time require.

(all of the foregoing, collectively, referred to herein as the "Billing Information"). Customer warrants that the Billing Information will be accurate, and agreed that any defects in the Services attributable to inaccurate or incomplete Customer Information or otherwise attributable to Customer are the sole responsibility of Customer.
  2. Customer agrees that if at any time during the Term of this Agreement (including any Renewal Terms), and for a period of six (6) months thereafter, it receives any payments or other reimbursements from any patient or third-party payer, that it shall immediately photocopy such check or other means of payment, and any other documents received in connection therewith, and that it shall promptly forward a copy of the same to TDG.

3. **CMS FINAL RULE: BENEFICIARY SIGNATURE REQUIREMENT:** On November 1, 2007. CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R §424.36, require a patient's signature on a claim, unless the patient has dies or the ambulance provider/supplier can qualify for one of a number of listed exceptions. The customer agrees to understand and comply with this requirement for all run reports submitted to TDG for billing.

4. **AMBULANCE PROVIDER LICENSURE AND CREW MEMBER CERTIFICATION:** In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed and all crew members must be certified by your state. The customer agrees to understand and comply with this requirement for all runs submitted to TDG for billing.

**D. Fees.**

The fees for the Ongoing Billing and Collection Services shall be 5.5%. Customer will compensate TDG within 30 days of the invoice date.

**E. Customer's Portion of Certain Expenses.**

1. Any fees paid by TDG, to expedite mailings at Customer's request, to courier services (such as Federal Express), or for other overnight or second-day delivery services (including by the U.S. Postal Service or United Parcel Service).
2. Any travel expenses incurred and approved by Customer shall be invoiced to Customer. Travel shall be within the constraints of Customer's travel policy and restrictions.

**EXHIBIT "C"**

**Collection Services of Pre-existing A/R**

**A. Collection Accounts, for Services provided and billed prior to the Effective Date:**

1. Source of Collection Accounts: Collection of accounts related to dates of service prior to the Effective Date.
2. Estimated Total Amount of Collection Accounts from prior billing service: \$      gross A/R

**B. TDG Responsibilities:**

TDG shall:

1. Review the records, contracts, patient documents and claims to evaluate their completeness to support total reimbursement.
2. Identify additional information required and request assistance from Customer as required.
3. Submit, resubmit and follow-up on claim payments as required.
4. Initiate appeals processes as necessary, carefully reviewing and comparing claims to governing contracts.
5. On a monthly basis, provide Customer applicable reports of its status and performance.

**C. Customer Responsibilities:**

Customer shall:

1. Provide TDG permission and access all hospital systems, that contains the information for the Collection Accounts.
2. Provide TDG with relevant patient charts and records as required.
3. Provide TDG with a copy of checks and payment information received for Collection Accounts as received.

**D. TDG Compensation:** The percent of the amount collected is 6% of all collections received.

## EXHIBIT "D"

### HIPAA Business Associate Agreement

This "Addendum" is an amendment to an existing contract dated February 25, 2014 (the "Agreement") between City of Central Falls, 150 Illinois Street, Central Falls, RI 02863, ("Customer"), and The Dawson Group, Inc., 41 Sharpe Drive, Cranston, RI 02920 ("TDG"). (each a "Party" and, together, the "Parties"). All capitalized terms are as defined in the Agreement unless otherwise specifically defined below.

#### WITNESSETH:

**WHEREAS**, to provide such services to the Plan, TDG must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the Genetic Information Nondiscrimination Act of 2008 ("GINA"), and the final regulations to such Acts promulgated in January 2013;

**WHEREAS**, to comply with the requirements of the Privacy Standards, customer must enter into this TDG Agreement with TDG.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

#### I. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the Privacy Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Subcontractor, and Use. If other terms are used, but not otherwise defined under this TDG Agreement, such terms shall then have the same meaning as those terms in the Privacy Rule.

- (a) **TDG**. "TDG" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103.
- (b) **Covered Electronic Transactions**. "Covered Electronic Transactions" shall have the meaning given the term "transaction" in 45 CFR §160.103.
- (c) **Customer**. "Customer" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
- (d) **Electronic Protected Health Information**. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.
- (e) **Genetic Information**. "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR §160.103.
- (f) **HIPAA Rules**. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (g) **Individual**. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (h) **Privacy Rule**. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.



- (i) **Protected Health Information (PHI).** "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by TDG from or on behalf of a Covered Entity pursuant to this Agreement.
- (j) **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- (k) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (l) **Standards for Electronic Transactions Rule.** "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- (m) **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- (n) **Security Rule.** "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subpart C.
- (o) **Subcontractor.** "Subcontractor" shall have the same meaning as the term subcontractor in 45 CFR §160.103.
- (p) **Transaction.** "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103
- (q) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

## II. Safeguarding Privacy and Security of Protected Health Information

(a) **Permitted Uses and Disclosures.** TDG is permitted to use and disclose Protected Health Information that it creates or receives on customer's behalf or receives from customer (or another TDG of customer) and to request Protected Health Information on customer's behalf (collectively, "Customer's Protected Health Information") only:

(i) **Functions and Activities on customer's Behalf.** To perform those services referred in the attached services agreement.

(ii) **TDG's Operations.** For TDG's proper management and administration or to carry out TDG's legal responsibilities, provided that, with respect to disclosure of customer's Protected Health Information, either:

(A) The disclosure is Required by Law; or

(B) TDG obtains reasonable assurance from any person or entity to which TDG will disclose customer's Protected Health Information that the person or entity will:

(1) Hold customer's Protected Health Information in confidence and use or further disclose customer's Protected Health Information only for the purpose for which TDG disclosed customer's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify TDG (who will in turn notify customer in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of customer's Protected Health Information was breached.

(C) To de-identify the information in accordance with 45 CFR 164.514(a) – (c) as necessary to perform those services required under the Agreement.

**(iii) Minimum Necessary.** TDG will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of customer's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that TDG will not be obligated to comply with this minimum-necessary limitation if neither TDG nor customer is required to limit its use, disclosure or request to the minimum necessary. TDG and customer acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

**(b) Prohibition on Unauthorized Use or Disclosure.** TDG will neither use nor disclose customer's Protected Health Information, except as permitted or required by this Agreement or in writing by customer or as Required by Law. This Agreement does not authorize TDG to use or disclose customer's Protected Health Information in a manner that will violate Subpart E of 45 CFR Part 164 if done by customer.

**(c) Information Safeguards.**

**(i) Privacy of customer's Protected Health Information.** TDG will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of customer's Protected Health Information. The safeguards must reasonably protect customer's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

**(ii) Security of customer's Electronic Protected Health Information.** TDG will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that TDG creates, receives, maintains, or transmits on customer's behalf as required by the Security Rule. TDG will comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

**(iii) No Transfer of PHI Outside United States.** TDG will not transfer Protected Health Information outside the United States without the prior written consent of customer. In this context, a "transfer" outside the United States occurs if TDG's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

**(iv) Policies and Procedures.** TDG shall maintain written policies and procedures, conduct a risk analysis, and train and discipline of its workforce.

**(d) Subcontractors and Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, TDG will ensure that any of its Subcontractors and agents that create, receive, maintain, or transmit Protected Health information on behalf of TDG agree to the same restrictions, conditions, and requirements that apply to TDG with respect to such information.

**(e) Prohibition on Sale of Records.** As of the effective date specified by HHS in final regulations to be issued on this topic, TDG shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless customer or TDG obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

**(f) Prohibition on Use or Disclosure of Genetic Information.** TDG shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

**(g) Penalties For Noncompliance.** TDG acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule under the HIPAA Rules, as amended by the HITECH Act.

### III. Compliance with Electronic Transactions Rule

If TDG conducts in whole or part Electronic Transactions on behalf of customer for which HHS has established standards, TDG will comply, and will require any Subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule. TDG shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

### IV. Obligations of customer

Customer shall notify TDG of:

- (a) Any limitation(s) in its notice of privacy practices of customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect TDG's use or disclosure of Protected Health Information;
- (b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect TDG's use or disclosure of Protected Health Information; and
- (c) Any restriction to the use or disclosure of Protected Health Information that customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect TDG's use or disclosure of Protected Health Information.

### V. Permissible Requests by customer

Customer shall not request TDG to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by customer.

### VI. Individual Rights

**(a) Access.** TDG will, within twenty-five (25) calendar days following customer's request, make available to customer or, at customer's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of customer's Protected Health Information about the individual that is in TDG's custody or control, so that customer may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held electronically in a designated record Set in TDG's custody or control. TDG will provide an electronic copy in the form and format specified by customer if it is readily producible in such form. TDG will provide an electronic copy in the form and format specified by customer if it is readily producible in such format; if it not readily producible in such format, TDG will work with customer to determine an alternative form and format as specified by customer to meet its electronic access obligations under 45 CFR 164.524.

**(b) Amendment.** TDG will, upon receipt of written notice from customer, promptly amend or permit customer access to amend any portion of customer's Protected Health Information in a designated record set as directed or agreed to by customer, so that customer may meet its amendment obligations under 45 CFR §164.526.

**(c) Disclosure Accounting.** TDG will maintain and make available the information required to provide an accounting of disclosures to customer as necessary to satisfy customer's obligations under 45 CFR §164.528.

**(i) Disclosures Subject to Accounting.** TDG will record the information specified below ("Disclosure Information") for each disclosure of customer's Protected Health Information, not excepted from disclosure accounting as specified below, that TDG makes to customer or to a third party.

**(ii) Disclosures Not Subject to Accounting.** TDG will not be obligated to record Disclosure Information or otherwise account for disclosures of customer's Protected Health Information if customer need not account for such disclosures under the HIPAA Rules.

**(iii) Disclosure Information.** With respect to any disclosure by TDG of customer's Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, TDG will record the following Disclosure Information as applicable to the type of accountable disclosure made:

**(A) Disclosure Information Generally.** Except for repetitive disclosures of customer's Protected Health Information as specified below, the Disclosure Information that TDG must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which TDG made the disclosure, (3) a brief description of customer's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

**(B) Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of customer's Protected Health Information that TDG makes for a single purpose to the same person or entity (including customer), the Disclosure Information that TDG must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last of the repetitive accountable disclosures.

**(iv) Availability of Disclosure Information.** TDG will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). TDG will make the Disclosure Information available to customer within fifty (50) calendar days following customer's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, TDG shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual. To the extent TDG is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to customer in the performance of such obligation(s); and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**(d) Restriction Agreements and Confidential Communications.** Customer shall notify TDG of any limitations in the notice of privacy practices of Customer under 45 CFR §164.520, to the extent that such limitation may affect TDG's use or disclosure of Protected Health Information. TDG will comply with any agreement that customer makes that either (i) restricts use or disclosure of customer's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about customer's Protected Health Information pursuant to 45 CFR §164.522(b), provided that customer notifies TDG in writing of the restriction or confidential communication obligations that TDG must follow. Customer will promptly notify TDG in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct TDG whether any of customer's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by HHS), TDG will comply with any restriction request if: (i) except as otherwise required by law, 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 (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

## **VII. Breaches and Security Incidents**

### **(a) Reporting**

**(i) Impermissible Use or Disclosure.** TDG will report to Customer any use or disclosure of Protected Health Information not permitted by this Agreement not more than fifty (50) calendar days after TDG becomes aware of such non-permitted use or disclosure.

**(ii) Privacy or Security Breach.** TDG will report to customer any use or disclosure of customer's Protected Health Information not permitted by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.40, and any Security Incident of which it becomes aware. TDG will make the report to customer's Privacy Official not more than

fifty (50) calendar days after TDG becomes aware of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, TDG may delay notifying customer for the applicable time period. TDG's report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;

(B) Identify customer's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;

(D) Identify what corrective or investigational action TDG took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

(F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as customer may reasonably request.

**(iii) Security Incidents.** TDG will report to Customer any Security Incident of which TDG becomes aware. TDG will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, TDG will make the report in accordance with the provisions set forth above.

**(b) Mitigation.** TDG shall mitigate, to the extent practicable, any harmful effect known to TDG resulting from a use or disclosure in violation of this Agreement.

## VIII. Term and Termination

**(a) Term.** The term of this Agreement shall be effective as of as of the date specified above, and shall terminate when all Protected Health Information provided by customer to TDG, or created or received by TDG on behalf of customer, is destroyed or returned to customer, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

**(b) Right to Terminate for Cause.** Customer may terminate this Agreement if it determines, in its sole discretion, that TDG has breached a material term of this Agreement, and upon written notice to TDG of the breach, TDG fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in customer's notice of termination.

**(c) Treatment of Protected Health Information on Termination.**

**(i) Return or Destruction of Customer's Protected Health Information as Feasible.**

Upon termination or other conclusion of this Agreement, TDG will, if feasible, return to customer or destroy all of customer's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of customer's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of TDG. Further, TDG shall require any such Subcontractor or agent to certify to TDG that it returned to TDG (so that TDG may return it to customer) or destroyed all such information which could be returned or destroyed. TDG will complete these

obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

**(ii) Procedure When Return or Destruction Is Not Feasible.** TDG will identify any of customer's Protected Health Information, including any that TDG has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to customer or destroyed and explain why return or destruction is infeasible. TDG will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. TDG will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

**(iii) Continuing Privacy and Security Obligation.** TDG's obligation to protect the privacy and safeguard the security of customer's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

## **IX. Miscellaneous Provisions**

**(a) Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.

**(b) Inspection of Internal Practices, Books, and Records.** TDG will make its internal practices, books, and records relating to its use and disclosure of customer's Protected Health Information available to customer and to HHS to determine compliance with the HIPAA Rules.

**(c) Amendment to Agreement.** This Amendment may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

**(d) No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

**(e) Regulatory References.** A reference in this TDG Agreement to a section in the Privacy Rule means the section as in effect or as amended.

**(f) Survival.** The respective rights and obligations of TDG under Section IX(f) of this Agreement shall survive the termination of this Agreement.

**(g) Interpretation.** Any ambiguity in this Agreement shall be resolved to permit customer to comply with the HIPAA Rules.

**(h) Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth in the first paragraph of this TDG Agreement or below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

**(i) Entire Agreement; Modification.** This TDG Agreement represents the entire agreement between TDG and customer relating to the subject matter hereof. No provision of this TDG Agreement may be modified, except in writing, signed by the parties.

**(j) Indemnification.** Each Party agrees to indemnify, defend and hold harmless each other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of actions, claims, suits and demands whatever, and from all damages, liabilities, costs, charges, debts and expenses whatever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Party to the Agreement and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of any way connected with the Party's performance.

**(k) Assistance in Litigation or Administrative Proceedings.** TDG shall make itself, and any subcontractors, employees or agents assisting TDG in the performance of its obligations under this Agreement, available to customer, at no cost to customer, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against customer, its directors, officers, or employees based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where TDG or its subcontractors, employees, or agents are named as an adverse party.

**(l) Binding Effect.** This TDG Agreement shall be binding upon the parties hereto and their successors and assigns.

**(m) Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the law of Rhode Island, except to the extent preempted by federal law.

**(n) Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**(o) Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

THEREFORE, each Party has caused this Addendum to be executed and delivered by its duly authorized representative as of the date of the later signature below.

City of Central Falls

By: \_\_\_\_\_

Name: James A. Diossa

Title: Mayor

Date: July 28, 2014

The Dawson Group, Inc.

By: \_\_\_\_\_

Name: Kimberly T. Dawson

Title: President

Date: 7/27/14

City of Central Falls  
150 Illinois Street  
Central Falls, RI 02863  
Attn: Chief Robert E. Bradley, Jr.

The Dawson Group, Inc.  
41 Sharpe Drive  
Cranston, RI 02920  
Attn: Kimberly T. Dawson

Reviewed per FSA by AFO  
Leonard Moreau's 7/24/14

APPROVED TO FORM

\_\_\_\_\_  
City Solicitor