

Agreement: Genesa Reimbursement Group, LLC & Tulare Local Health Care District

Genesa Reimbursement Group, LLC (Company) enters into this Agreement with Tulare Local Health Care District (Client) in order to analyze Client data to determine the deductible and coinsurance amounts that Client shall include as Medicare Reimbursable Bad Debt on Client's Medicare Cost Report (Review) for the following time periods:

- o FY 7/1/16 to 6/30/17
- o FY 7/1/17 to 10/29/17
- o FY 10/15/18 to 3/31/19

Genesa will initially review a sample data set of demographic and transactions for 10 patients at Tulare to determine if the data fields necessary to perform the review are available. Based on that data sample, Genesa will provide Tulare with feedback and an updated estimate so both parties can validate that the review is worth performing. To further help keep costs down, Genesa also suggests using a report writer for the Cerner & MS4 patient accounting systems to help efficiently extract the data.

Both parties understand that all data necessary to perform the Review may not be available. Furthermore, both parties understand that Company's ability to perform the Review is contingent on Client's ability to obtain the data customarily required to perform the Review. As long as Client provides the data necessary to perform the Review in a reasonable time period, Company shall be required under this Agreement to perform the Review.

If the data necessary to perform the Review is not provided to Company, Company shall own all right to any of its work-product. However, if the data necessary to perform the Review is provided to Company, Client shall have a non-exclusive license in Company's work-product created for Client.

Client has no obligation to pay Company unless and until Company completes the Review. Client agrees to pay Company an 18% Contingency Fee (Fee) of the reimbursement amount Company identifies for Client under this Review. Company shall invoice Client 20% of the Fee up to \$5,000 upon delivery of results; and Company shall invoice Client the remainder of the Fee upon Client receiving the reimbursement amount. Client shall pay company within 30 days of receiving the invoice.

By signing below each Party agrees to the terms of the Agreement and certifies that they have authority to act on behalf of the party.

Name: Adam Reese  
Company: Genesa Reimbursement Group, LLC

*I understand that typing my first and last name on the space below serves as my electronic signature, or signing on the space below serves as my signature, and I have agreed to the terms specified in the foregoing agreements.*

Signature: 

Date: 06/06/2019

Name: Sandra L. Ormonde  
Company: Tulare Local Health Care District

*I understand that typing my first and last name on the space below serves as my electronic signature, or signing on the space below serves as my signature, and I have agreed to the terms specified in the foregoing agreements.*

Signature: 

Date: 06/05/2019

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate or Covered Entity Agreement or privacy agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between **Tulare Local Health Care District (TLHCD) on behalf of Tulare Regional Medical Center (TRMC)** ("Covered Entity") and Genesa Reimbursement Group, LLC (the Business Associate of TLHCD, referred to herein as "Business Associate").

1. **Term.** This Agreement shall remain in effect for the duration of this Agreement and shall apply to all the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement and any Agreement to be reached between Covered Entity and Business Associate related to a revolving line of credit facility.

2. **HIPAA and HITECH DOMINANCE.** In the event of a conflict or inconsistency between the terms of any other agreement between the parties and this language, this Agreement language controls with respect to the subject matter herein. This language is retirement by the Health Insurance Portability and Accountability Act of 1996, and the Health Information Technology for Economic and Clinic Health Act (found in Title XIII of the American Recovery and Reinvestment Act of 2009) ("HIPAA and 'HITECH'"). The parties acknowledge and agree that, beginning with the effective dates under HIPAA and HITECH, Business Associate will comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and any implanting regulations, as they exist at the time this Agreement is executed and as they are amended from time to time, for so long as this Agreement is in place.

3. **HIPAA Assurances.** In the event Business Associate creates, receives, maintains or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") or that otherwise meets the definition of Covered Entity as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 CFR Sections 164.308, 164.310, 164.312 and 164.316) apply to a Covered Entity Business Associate in the same manner that such sections apply to the Covered Entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had TRMC done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical and technical safeguards for electronic PHI) to protect the confidentiality, integrity and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each applicable requirements of 45 CFR Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to TRMC any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are informed of the Covered Entity obligations under this paragraph and agree to the same restrictions and conditions in writing in a format similar to this Agreement;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Covered Entity Agreement or other necessary Agreements to comply with HIPAA.

4. **Termination Upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate Breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a Breach and give Business Associate five (5) business days to cure such Breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has Breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the Breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

5. **Return or Destruction of Protected Health Information upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

6. **Purposes for which PHI May Be Disclosed to Business Associate.** In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement and the Letter of Intent dated January 29, 2018, Covered Entity may disclose PHI to Business Associate for the purposes of providing company activity, consultation/expert services, or other services in the usual course and purpose for which the contractual relationship exists between Covered Entity and Business Associate.

7. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

8. **Definitions.** Unless otherwise provided, the following terms have the same meanings as set forth in the HIPAA Regulations and HITECH Standards.

“Agreement” means this Covered Entity Agreement between Covered Entity and its Business Associate.

“Breach” means the unauthorized acquisition, access, use or disclosure of PHI in a manner not permitted under Part 164, Subpart E of the HIPAA Regulations or state laws. A breach does not occur where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information and as otherwise excepted in Section 13400(1)(B) of the HITECH Act and 45 CFR §164.402(2).

“Business Associate” means a person or entity who performs functions or activities on behalf of, or provides certain services to, a Covered Entity that involve access by the Covered Entity to protected health information. A “Covered Entity” also is a subcontractor or agent that creates, receives, maintains, or transmits protect health information on behalf of another Covered Entity. For purposes of this Agreement, Business Associate means *CNH Finance, LP*.

“Business Associate/Contractor” is a contractor, subcontractor or agent of Business Associate that creates, receives or transmits protected health information on behalf of Business Associate and is itself a Business Associate. For purposes of this Agreement, Business Associate/Contractor means *CNH Finance I, LP*.

“Covered Entity” has the same meaning as defined in the HIPAA Regulations and includes (1) health plans, (2) health care clearinghouses, and (3) health care providers who electronically transmit any health information in connection with transactions for which HHS has adopted standards. For purposes of this Agreement, Covered Entity means Tulare Local Health Care District on behalf of Tulare Regional Medical Center.

“Electronic Health Record” means an electronic record of health-related information regarding an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

“Electronic Protected Health Information” means Protected Health Information that is transmitted by or maintained in electronic media or in electronic format.

“HIPAA Regulations” means the collective privacy and security regulations found at 45 CFR Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191.

“HITECH Standards” means the privacy and security provisions applicable to Business Associates under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“HITECH Act”), and any regulations promulgated thereunder.

“Individual” means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with the HIPAA Regulations and HITECH Standards.

“Protected Health Information” or “PHI” means either medical or individual information in electronic or physical form which (i) relates to the past, present or future physical or mental health 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, (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and (iii) is limited to the information created or received by Covered Entity from or on behalf of a Covered Entity (as defined by 45 CFR 164.501) and received by Covered Entity/Business Associate from or on behalf of Covered Entity.

“Security Rule” means the security standards in 45 CFR parts 160, 162 and 164, as amended, and related agency guidance.

“Unsecured Protected Health Information” means PHI that is not secured through the use of a technology or methodology specified by the Department of Health and Human Services, PHI that is not secured by a technology standard that renders PHI unusable, unreadable or indecipherable to unauthorized individuals and is developed or endorsed by the standards developing organization that is accredited by the American National Standards Institute.

9. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

<i>Tulare Local Health Care District on behalf of Tulare Regional Medical Center</i>	<i>Genesa Reimbursement Group, LLC</i>
Signed: <u><i>Sandra L. Ormonde</i></u>	Signed: <u><i>Kystal Gumbert</i></u>
Name: Sandra Ormonde	Name: <u><i>Kystal Gumbert</i></u>
Title: CEO	Title: <u><i>Partner</i></u>
Date: May 29, 2019	Date: <u><i>6/6/2019</i></u>