



MEETING AGENDA



District 1
Matthew Wilson

District 2
Raevan Howard
Alternate

District 3
Norman Crow

District 4
Lee Busby

District 5
Kip Tyner
Member

District 6
John Faile
Chairperson

District 7
Cassius Lanier
Vice Chairperson

Council Administration and Policy Committee Meeting Agenda

Tuesday, March 1, 2022 Daugherty Conference Room 4:00 p.m.

TOPIC	PRESENTER	SUPPORTING MATERIAL
Approval of Minutes		
NEW BUSINESS		
1. Ordinance amending Section 21-56 of the Code of Tuscaloosa	Howard Davidson	2
2. Authorization for the Mayor to execute an agreement with Rocky Ridge Fire District for billing for the service of emergency pre-hospital transportation to the citizens of Tuscaloosa	Chief Randy Smith	3-11
ADJOURN		

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SBH

Requested: Admin Comt Date: 03/01/2022

Council Presentation on: 03/08/2022

Suspension of Rules: No

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21-56(I)
OF THE CODE OF TUSCALOOSA
(A22-0124)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that Section 21-56(I) of the Code of Tuscaloosa is hereby replaced to read as follows:

"Sec. 21-56. – Rates and Charges.

I. Excessive clean up fee:.....\$75.00"

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: CJE
Requested: Date:
Council Presentation:
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ROCKY RIDGE FIRE DISTRICT FOR BILLING FOR THE SERVICE OF EMERGENCY PRE-HOSPITAL TRANSPORTATION TO THE CITIZENS OF TUSCALOOSA
(A22-0133)

WHEREAS, Rocky Ridge is a duly constituted public corporation created and operating pursuant to the authority of Act No. 79, First Special Session, 1966 (Acts 1966, p. 106) as amended; and,

WHEREAS, Tuscaloosa is a duly constituted municipality created and operating pursuant to Alabama Law; and,

WHEREAS, Tuscaloosa provides the service of emergency pre-hospital transportation to its citizens; and,

WHEREAS, Tuscaloosa desires to charge for these services utilizing an outsourced billing agency; and,

WHEREAS, Rocky Ridge provides the service of emergency pre-hospital transportation to its constituents; and,

WHEREAS, Rocky Ridge charges for these services by doing in house billing capable of supporting multiple companies; and,

WHEREAS, Both the City of Tuscaloosa and Rocky Ridge will further sign an agreement concerning Rocky Ridge's use of protected health information,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows,

Pursuant to the provisions of Act No. 1029 of the regular session of the legislature of Alabama of 1971, Approved September 7, 1971, that the Mayor be, and is hereby, authorized to execute a five year agreement with Rocky Ridge Fire District for providing medical billing services to the City of Tuscaloosa for Tuscaloosa's emergency pre-hospital transportation service.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

AGREEMENT

County of) Jefferson
State of) Alabama

This Agreement is made and executed, this the _____ day of _____, 2021, by and between the Rocky Ridge Fire District (hereinafter, referred to as "Rocky Ridge"), and, The City of Tuscaloosa (hereinafter, referred to as "Tuscaloosa").

WHEREAS, Rocky Ridge is a duly constituted public corporation created and operating pursuant to the authority of Act No. 79, First Special Session, 1966 (Acts 1966, p. 106) as amended; and,

WHEREAS, Tuscaloosa is a duly constituted municipality created and operating pursuant to Alabama Law; and,

WHEREAS, Tuscaloosa provides the service of emergency pre-hospital transportation to its citizens; and,

WHEREAS, Tuscaloosa desires to charge for these services utilizing an outsourced billing agency; and,

WHEREAS, Rocky Ridge provides the service of emergency pre-hospital transportation to its constituents; and,

WHEREAS, Rocky Ridge charges for these services by doing in house billing capable of supporting multiple companies; and,

WHEREAS, It is in the best interest of Rocky Ridge and Tuscaloosa to have Rocky Ridge undertake the obligation to provide billing services for Tuscaloosa,

NOW THEREFORE, Pursuant to the provisions of Act No. 1029 of the regular session of the legislature of Alabama of 1971, Approved September 7, 1971, (ALA. Acts, 1971, p. 1836-1838) it is agreed by and between Rocky Ridge and Tuscaloosa as follows:

1. Rocky Ridge will maintain a billing computer program especially designed for ambulance transport billing.
2. Rocky Ridge will establish Tuscaloosa its own company within the aforementioned software.
3. Tuscaloosa will send a copy of a transport billing ticket to Rocky Ridge for each transport they wished billed.

**Tuscaloosa / Rocky Ridge Agreement
2021
Page Two**

4. Rocky Ridge will enter information from the ticket and bill the appropriate third party carrier.
5. Rocky Ridge will follow the claim until a resolution is reached from each third party carrier. Once accomplished, Rocky Ridge on Tuscaloosa's behalf will send a balance due statement to the patient.
6. Rocky Ridge will on Tuscaloosa's behalf send one statement per month for two months after a balance due statement has been sent to the patient.
7. Accounts not paid in full by the completion of the aforementioned process will be placed on a collection list and the list of these accounts will be provided to Tuscaloosa each month. Tuscaloosa will give direction to Rocky Ridge to do one of the following:
 - Send the account to a collection agency of Tuscaloosa's choice for collection.
 - Send the account to an attorney of Tuscaloosa's choice for collection.
 - Write-off the account.
8. Rocky Ridge will accept payments on Tuscaloosa's behalf for these transport services and enter the payments into the billing software.
9. Twice a month, Rocky Ridge will make available all payments to Tuscaloosa.
10. Rocky Ridge, at the end of each month will total all billing tickets that were received from Tuscaloosa for the month and create an invoice for thirty dollars per ticket received. In addition, a charge of one dollar will be invoiced to Tuscaloosa for each monthly payer account they have who is making monthly payments on their account and who is receiving a monthly statement being generated and mailed to the patient by Rocky Ridge on Tuscaloosa's behalf. Finally, added to each month's invoice will be a line item charge of thirty-five dollars to cover the cost to utilize an automated clearing house (ACH) to electronically handle the filing of claims to insurance companies. Tuscaloosa will satisfy this invoice in their next normal check writing cycle by issuing a check to Rocky Ridge for the total of the invoice.
11. If Tuscaloosa wishes to have Rocky Ridge assist them with provider enrollment applications, a charge of \$300.00 will be assessed to Tuscaloosa for Rocky Ridge's work on their behalf. This fee does not include any provider enrollment fee that Medicare, Medicaid or other third party insurance carriers may charge. Any provider enrollment fees will be the responsibility of Tuscaloosa.

**Tuscaloosa / Rocky Ridge Agreement
2021
Page Three**

12. Rocky Ridge will provide on site inspection of any account and cause the production of any and all statistical reports within the Tuscaloosa billing company, as Tuscaloosa may desire limited only to the capability of the software program.
13. The terms of this agreement are for five years from the date it is executed.
14. Either party may terminate this agreement by giving thirty day written notice to the other.
15. This agreement will automatically renew provided neither party gives written notification otherwise.
16. This agreement (contract) is made and enforced through the laws of the State of Alabama.

City of Tuscaloosa

By: _____
Walt Maddox
It's: _____ Mayor _____

Rocky Ridge Fire District

By: _____
Jon A. Lord,
Fire Chief

Attest:

**BUSINESS ASSOCIATE AGREEMENT
CONCERNING BILLING AGENCY'S USE OF PROTECTED HEALTH
INFORMATION**

This Agreement is effective this ___ day of _____, 2022, by and between Rocky Ridge Fire District ("AGENT"); and the City of Tuscaloosa, 3311 Kauloosa Avenue Tuscaloosa, Alabama 35401 and its subsidiaries ("HEALTHCARE PROVIDER") and is intended to address the use of "protected health information" ("PHI") by AGENT while providing services to HEALTHCARE PROVIDER under a separate agreement for the provision of billing services (the "SERVICE AGREEMENT"). The privacy regulations (45 C.F.R. part 160 and part 164, subparts A and E) of the Health Insurance Portability and Accountability Act of 1996 (the "Privacy Rule U) requires HEALTHCARE PROVIDER to enter into certain business associate agreements with those persons or entities that assist in treatment, payment, or health care operations and who have access to PHI. The provisions of this Agreement are intended to meet the requirements of the Privacy Rule for the treatment of PHI that may be disclosed by HEALTHCARE PROVIDER to AGENT.

In consideration of the mutual obligations hereunder taken as set forth in this Agreement, the parties hereto do hereby respectively covenant and agree as follows:

1. **Obligations and Activities of agent:** AGENT agrees not to use or disclose PHI other than as permitted or required for the treatment, payment, or health care operations of AGENT, this Agreement or as otherwise required by law. AGENT further agrees to the following provisions:

(a) to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;

(b) to mitigate, to the extent practicable, any harmful effect that is known to AGENT of a use or disclosure of PHI by AGENT in violation of the requirements of this section 1;

(c) to report to HEALTHCARE PROVIDER any use or disclosure of the PHI not provided for by this section 1 of which AGENT becomes aware,

(d) to ensure that any approved subcontractor or agent to whom AGENT provides PHI received from, or created or received by AGENT on behalf of HEALTHCARE PROVIDER agrees to the same restrictions and conditions that apply through this Agreement to AGENT with respect to such information;

(e) at HEALTHCARE PROVIDER'S request and in the time and manner designated by HEALTHCARE PROVIDER, to provide HEALTHCARE PROVIDER or to an Individual designated by HEALTHCARE PROVIDER in order to meet the requirements of the Privacy Rule, with access to PHI in a Designated Record Set;

(f) at HEALTHCARE PROVIDER'S direction and in the time and manner designated by HEALTHCARE PROVIDER, to make any amendment(s) to PHI in a Designated Record Set that are agreed to by HEALTHCARE PROVIDER and requested by HEALTHCARE PROVIDER or an Individual designated by HEALTHCARE PROVIDER in order to meet the requirements of the Privacy Rule;

(g) to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by AGENT on behalf of, HEALTHCARE PROVIDER available to the HEALTHCARE PROVIDER, or to the Secretary of the Department of Health and Human Service or his designee (the "Secretary"), in a time and manner designated by the HEALTHCARE PROVIDER or the Secretary, for purposes of the Secretary determining HEALTHCARE PROVIDER'S compliance with the Privacy Rule, and

(h) to document such disclosures of PHI and information related to such disclosures as would be required for HEALTHCARE PROVIDER to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, and at HEALTHCARE PROVIDER'S request and in the time and manner designated by HEALTHCARE PROVIDER, to provide HEALTHCARE PROVIDER, or an Individual designated by HEALTHCARE PROVIDER in order to meet the requirements of the Privacy Rule, with access to such disclosures and information related to such disclosures.

2. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, AGENT may use or disclose PHI to perform functions, activities, or services for, or on behalf of, HEALTHCARE PROVIDER in connection with the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by HEALTHCARE PROVIDER or the minimum necessary policies and procedures of the HEALTHCARE PROVIDER

3. Specific Use and Disclosure Provisions: Except as otherwise limited in this Agreement, AGENT may use PHI in the following manner

(a) for the proper management and administration of services provided for HEALTHCARE PROVIDER by AGENT, provided that any disclosures are permitted by law, or AGENT obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies AGENT of any instances of which it is aware in which the confidentiality of the information has been breached;

(b) to provide Data Aggregation services to HEALTHCARE PROVIDER as permitted by 45 CFR § 164.504 (e)(2)(i)(B), and

(c) to report violations of law to appropriate Federal and State authorities consistent with 45 CFR § 164.502(j)(1).

4. **Obligations of HEALTHCARE PROVIDER:** To the extent that such information may affect AGENT'S use or disclosure of PHI, HEALTHCARE PROVIDER shall notify AGENT of the following information:

(a) any limitations in HEALTHCARE PROVIDER'S notice of privacy practices in accordance with the Privacy Rule;

(b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, and

(c) any restriction to the use or disclosure of PHI that HEALTHCARE PROVIDER has agreed to in accordance with the Privacy Rule

In addition, HEALTHCARE PROVIDER shall not request AGENT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by HEALTHCARE PROVIDER, except in connection with Data Aggregation or the management and administrative activities of AGENT otherwise permitted under this Agreement.

5. **Term and Termination:** This Agreement shall be effective on the date first above written, and shall terminate upon the latter of the termination of this Agreement or the return or destruction of all PHI provided by, or created, or received by AGENT on behalf of HEALTHCARE PROVIDER. In the event that it is not feasible for AGENT to return or destroy all PHI and copies of PHI upon termination of the Agreement, AGENT 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 AGENT maintains such PHI. Except as permitted herein, AGENT shall return or destroy all PHI and copies of PHI received from HEALTHCARE PROVIDER, or created or received by AGENT on behalf of HEALTHCARE PROVIDER and shall certify such destruction to HEALTHCARE PROVIDER in writing. This provision shall apply to all PHI that is in the possession of AGENT or its authorized subcontractors or agents.

In the event of a material breach of this Agreement by AGENT, HEALTHCARE PROVIDER may either:

(a) provide AGENT with an opportunity to cure the breach and terminate this Agreement if AGENT does not cure the breach within the time specified by HEALTHCARE PROVIDER,

(b) immediately terminate this Agreement, or

(c) If neither termination nor cure is feasible, HEALTHCARE PROVIDER shall report the violation to the Secretary.

6. **Miscellaneous**

(a) **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as given those terms in the Privacy Rule.

(b) Regulatory References. A reference in this Agreement to a section of the Privacy Rule shall mean the section as is currently in effect or as amended.

(c) Revisions. The Parties agree to take such action to revise or amend this Agreement from time to time as is necessary for HEALTHCARE PROVIDER to comply with the requirements of the Privacy Rule.

(d) Survival. The respective rights and obligations of the parties under section 5 of this Agreement shall survive the termination of this Agreement.

(e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits HEALTHCARE PROVIDER to comply with the Privacy Rule.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names and on their behalf, effective the day and year first above written.

CLIENT NAME: City of Tuscaloosa

Rocky Ridge Fire District

By: _____

By: _____

Walt Maddox

Jon A. Lord

Title: _____ Mayor _____

Title: __ Fire Chief _____

Date Signed: _____

Date Signed: _____