CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

(313) 343-2440
Fax (313) 343-2785

## NOTICE OF MEETING
## AND
## AGENDA

## COMMITTEE-OF-THE-WHOLE

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, March 2, 2020, at 6:30 p.m.** The meeting will be held in the Council Chambers/Municipal Court Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order

2. Roll Call

3. Acceptance of Agenda

4. Agreement: Business Associate/Data Use – Remedy Partners

   A. Memo 01/23/20 – Treasurer/Comptroller
   B. Business Associate Agreement
   C. Remedy Partners, LLC Data Use Agreement

5. New Business/Public Comment

6. Adjournment

Bruce Smith
City Administrator

# CITY OF GROSSE POINTE WOODS
## Office of the Treasurer/Comptroller

### Memorandum

**RECEIVED**
FEB 1 3 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

4A

| | |
|---|---|
| **DATE:** | January 23, 2020 |
| **TO:** | Mayor Novitke and City Council |
| **FROM:** | Cathrene Behrens, Treasurer/Comptroller |
| **SUBJECT:** | Business Associate Agreement – Remedy Partners |

Please find attached a Business Association Agreement and Data Use Agreement between the City of Grosse Pointe Woods and Remedy Partners, LLC presented to the Grosse Pointe Health Care Coalition members in order to research the potential of coalition members contracting directly with Beaumont Hospital for a variety of health care services and to also identify potential new programs can offer to members at reduced costs.

This Business Associate Agreement is a standard document to acknowledge a recipients (the "city") responsibilities for protecting "private" health care data. Census data would be provided of current employees which is predominantly age, gender and zip code. No names or addresses would be provided for purposes of this agreement.

All coalition members have signed the Business Associate Agreement in order to participate in this analysis. City Attorney Berschback has reviewed and approved these documents for signing.

I would respectfully request that City Council approve the attached Business Associate Agreement and Data Use Agreement for signing and authorize the City Administrator to execute the documents.

1/23/2020

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between City of Grosse Pointe Woods ("Covered Entity") and Remedy Partners, LLC (the "Business Associate") is entered into on this ___ day of _____, 20__ (the "Effective Date"), for the purposes of complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Public Law 111-005 and the regulations promulgated thereunder; 45 C.F.R. Parts 160 and Part 164, Subparts A, C, D and E (Subpart E, together with the definitions in Subpart A is known as the "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") and Subpart C, together with the definitions in Subpart A, is known as the "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") Subpart D, together with the definitions in Subpart A, is known as the "Breach Notification Rule" ("Breach Notification Rule") (the Privacy Rule, Breach Notification Rule and the Security Rule are collectively called the "Privacy and Security Rules"). Business Associate and Covered Entity are collectively referred to as the "Parties" and individually as a "Party."

**WHEREAS,** Covered Entity is a "covered entity" as that term is defined under HIPAA, and is required to enter into confidentiality agreements with certain of its service providers;

**WHEREAS,** the Parties have entered or may enter into an arrangement, and may in the future enter into additional arrangements (collectively, the "Underlying Agreements") pursuant to which Business Associate may create on behalf of the Covered Entity, or receive from, or on behalf of, the Covered Entity, Protected Health Information ("PHI") that Business Associate will use to render services to Covered Entity, including, without limitation, services related to Covered Entity's evaluation of, and possible participation in, episode of care/bundled payment arrangements (the "Services"); and

**WHEREAS,** upon creation or receipt of such PHI, Business Associate would be a "business associate" in relation to the Covered Entity, as that term is defined under HIPAA.

**NOW, THEREFORE,** in consideration of the premises and the mutual promises contained herein, Covered Entity and Business Associate hereby agree as follows:

1. Capitalized Terms. All capitalized terms herein not otherwise defined shall have the meaning ascribed to such terms under HIPAA, the HITECH Act and the Privacy and Security Rules, each as may be amended from time to time.

2. Business Associate's Responsibilities with Respect to Use and Disclosure of PHI. Business Associate hereby agrees, with regard to its Use and/or Disclosure of the PHI, to do the following:

   a. to Use and/or Disclose PHI only: (i) to perform the Services for, or on behalf of, Covered Entity as specified in the Underlying Agreements (which may include de-identifying PHI pursuant to 45 C.F.R. § 164.514(a)-(c) as needed); (ii) consistent with the manner in which Covered Entity is permitted to Use and Disclose by 45 C.F.R. § 164.502 (as amended from time to time) and/or 45 C.F.R. § 164.512; (iii) for Business Associate's proper management and administration; (iv) to fulfill any present or future legal responsibilities; (v) as otherwise permitted or required by this Agreement; (vi) to provide data aggregation services relating to Covered Entity's health care operations (including, without limitation, Covered Entity's evaluation of, and possible participation in episode of care/bundled payment arrangements); or (vii) as otherwise permitted or required by law;

b. to report to Covered Entity, in writing, any material Use and/or Disclosure of the PHI by Business Associate that is not permitted or required by this Agreement of which Business Associate becomes aware;

c. to use commercially reasonable efforts to maintain the security of the PHI and to prevent its Use and/or Disclosures contrary to this Agreement;

d. to the extent that Business Associate creates, receives, maintains or transmits Electronic Protected Health Information as that term is defined by the Security Rule, on behalf of Covered Entity to report to Covered Entity any Security Incident of which Business Associate becomes aware to the extent such incidents represent successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System that contains or has access to the Electronic Protected Health Information of Covered Entity, and upon request by Covered Entity, report all unsuccessful attempts for which Business Associate has records; and

e. to require all of Business Associate's subcontractors and agents utilized in providing the Services which Use and/or Disclose the PHI, to agree, in writing, to adhere to equivalent restrictions and conditions on the Use and/or Disclosure of the PHI that apply to Business Associate pursuant to this Agreement.

3. <u>Safeguards</u>. Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement, including meeting the requirements of 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316, which includes Business Associate's obligation to have written policies and procedures in place to document its administrative, technical and physical safeguards.

4. <u>Access Requests</u>. Business Associate shall process Covered Entity's requests to access records in the Designated Record Set and identified by Covered Entity so that Covered Entity can comply with 45 C.F.R. § 164.524.

5. <u>Amendment Requests</u>. Business Associate shall process Covered Entity's requests for amendment of the PHI in Business Associate's possession, solely upon Covered Entity's request and in a manner that allows Covered Entity to comply with 45 C.F.R. § 164.526 and in a manner that is consistent with the manner in which Covered Entity is amending the PHI in Covered Entity's possession.

6. <u>Accounting of Disclosures</u>. The Parties agree that Business Associate shall track and keep a record of all Disclosures of PHI, and that Business Associate shall provide to Covered Entity the information necessary for Covered Entity to provide an accounting of Disclosures, in a manner compliant with 45 C.F.R. §164.528, to individuals who request an accounting. In each case Business Associate shall provide at least the following information with respect to each such Disclosure: (a) the date of the Disclosure; (b) the name of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event that Business Associate receives a request for an accounting directly from an individual, Business Associate shall forward such request to Covered Entity in writing.

7. <u>Access to Books and Records Regarding PHI</u>. Business Associate will make its internal practices, books, and records relating to the use and disclosure of the PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity upon request and available to the Secretary of the federal Department of Health and Human Services for purposes of

determining Covered Entity's compliance with the Privacy Rule.

8. <u>Minimum Necessary</u>. Covered Entity shall provide, and Business Associate shall request, Use and Disclose, only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure. The Parties acknowledge that the Secretary may issue guidance with respect to the definition of "minimum necessary" from time to time, and agree to stay informed of any relevant changes to the definition.

9. <u>Reporting of Breaches of Unsecured Protected Information</u>. In the event that Business Associate becomes aware or reasonably should be aware that any of Protected Information that is "unsecured Protected Health Information" (as those terms are defined by the Breach Notification Rule) has been subject to a Breach (as defined by the Breach Notification Rule) Business Associate shall immediately notify Covered Entity of the Breach, in the manner as described or defined by the Breach Notification Rule. Such notification shall include: (i) the identification of each individual who may be, has been or is reasonably believed to have been affected by the Breach; (ii) the date of the Breach; (iii) the date of discovery of the Breach; (iv) the scope and nature of the Breach; and (v) any steps Business Associate has taken to mitigate any harmful effects of the Breach and to protect against further Breaches. In all cases, the information included in Business Associate's notification shall be in accordance with any regulations and guidance provided by the Secretary of the United States Department of Health and Human Services ("<u>Secretary</u>").

10. <u>No Remuneration</u>. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, except as permitted under the Privacy Rule.

11. <u>Insurance Coverage</u>. Business Associate shall maintain sufficient insurance coverage as shall be necessary to insure Business Associate, its agents or subcontractors and that will cover damages incurred, including but not limited to the costs associated with notification under the Breach Notification Rule and/or state law by Covered Entity and/or other third parties as a result of Business Associate's Unauthorized Use or Disclosure of PHI, Breach, or Security Incident.

12. <u>Term</u>. Unless otherwise terminated as provided in Section 13, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with the Term of the Data Use Agreement entered into by the parties to this Agreement on _____ This Agreement will terminate without any further action of the Parties upon the termination or expiration of the Data Use Agreement.

13. <u>Termination</u>. In the event of a material breach of this Agreement, either Party may, upon written notice, terminate this Agreement and/or any Underlying Agreement if the non-breaching Party has given the other Party written notice of such a breach of this Agreement and, the breaching Party has failed to cure the breach to the satisfaction of the non-breaching Party provided, however, that any termination of an Underlying Agreement under this section shall not affect any obligations of either Party under such Underlying Agreement or under this Agreement relating to events arising prior to or upon such termination.

14. <u>Disposition of PHI Upon Termination</u>. Upon the termination of this Agreement, or all Underlying Agreements, Business Associate shall return or destroy all PHI created or received by Business Associate from or on behalf of Covered Entity, which Business Associate and/or its subcontractors or agents still maintain in any form, and not retain any copies of such information. If such return or destruction is not feasible, Business Associate will notify Covered Entity of such in writing with sufficient specificity of the circumstances which make return or destruction infeasible, and upon acceptance of the Covered Entity, and will thereupon extend indefinitely the protections of this

Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.

15. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.

16. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies thereof shall be deemed to be originals.

17. <u>Notices</u>. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given on the date delivered if delivered in person, or one (1) day after being sent if sent prepaid overnight, receipted courier service, or seven (7) days after being sent if sent by first class mail properly addressed to the respective Party at the address set forth below:

If to Business Associate:

Remedy Partners
800 Connecticut Avenue
3<sup>rd</sup> Floor East
Norwalk, CT 06854
Attn: General Counsel
Email: legal@remedypartners.com

If to Covered Entity:

City of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236
Attn: Bruce Smith

18. <u>Interpretation</u>. The provisions of this Agreement shall prevail over any provisions in any other agreements between Business Associate and Covered Entity that may conflict or appear inconsistent with any provision of this Agreement, except as specifically provided in such other agreement. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HITECH Act. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with HIPAA and the HITECH Act.

19. <u>Survival</u>. Sections 4, 5, 6, 14, 15, 16, 18, 19 and 20 shall survive the termination of this Agreement.

*[Signatures on following page]*

**INTENDING TO BE LEGALL** ~~SIGN HERE~~ the Parties hereto have duly executed this Agreement as of the date first written above.

**Covered Entity:**
City of Grosse Pointe Woods

**~~ess~~ Associate:**
~~K~~ nedy Partners, LLC

Signed: _____

Print Name: _____

Title: _____

Signed: _____

Print Name: _____

Title: _____

# REMEDY PARTNERS, LLC
# DATA USE AGREEMENT

THIS AGREEMENT, (the "Agreement") dated �ân ("Effective Date") is between and among the City of Grosse Pointe Woods, a Michigan municipality having an office at 20025 Mack Plaza Dr, Grosse Pointe Woods, MI 48236 ("Client") and Remedy Partners, LLC, a Delaware limited liability company having an office at 800 Connecticut Avenue, Norwalk, CT 06854 ("Licensee").

**WHEREAS,** Client is prepared to license Client's health plan member claim data ("the Client Data" or "Data") to Licensee for the purpose of conducting bundled payment opportunity analysis and clinical episode pricing (the "Project");

**NOW, THEREFORE,** in consideration of the foregoing premises, and the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Data License.**

   Subject to the terms and conditions of this Agreement, Licensee is granted a limited, non-transferable, non-exclusive license to receive and use the Client Data during the Term (as defined in Section 7) to complete the Project.

2. **Client's Duties.**

   a. No Responsibility for Licensee's Use of the Client Data. Client shall have no responsibility whatsoever to advise or assist Licensee with respect to using the provided Data.

   b. Format. Client will provide the Data in the format set forth in Exhibit A.

3. **Duties of Licensee.**

   a. Internal Use.

      i. The license granted to Licensee hereunder is for internal use only. Public display of the Client Data provided through this Agreement is prohibited.

      ii. Licensee may not allow anyone other than itself to access or use the Client Data and must not repost, retransmit or otherwise distribute the Client Data, in whole or in part, to any entity or individual, except as expressly permitted in this Agreement.

   b. Non-Distribution.

      i. Licensee shall not distribute, publicize, or provide any information regarding the Client Data to any third party except to as expressly permitted by this Agreement or as required by law. For purposes of the foregoing sentence, third parties do not include any Affiliates of Licensee. For purposes of this Agreement an "Affiliate" means an entity that controls or is controlled by either Client or Licensee respectively; "control" means the possession, either directly or indirectly, of the power to direct or cause the direction of the management, board of directors/trustees, or policies of such entity, whether through the ownership of securities, partnership, membership or other ownership interests, by contract, or otherwise.

      ii. Without limiting the generality of the forgoing, Licensee shall not share contract or pricing information of any healthcare provider with any other healthcare provider.

   c. Applicable Law. Licensee shall act and use the Client Data in accordance with all applicable laws.

4. **Intellectual Property Rights.**

   a. As used herein, "Intellectual Property Rights" means all intellectual property rights of any kind or nature however denominated throughout the world, including, without limitation, all copyrights, patents, patent applications, trade secrets, inventions, proprietary know-how, registered and unregistered trademarks,

registered and unregistered service marks, domain names, registered and unregistered trade names, rights of privacy and publicity, moral rights, and database rights.

b.  The Client Data and all Intellectual Property Rights therein are owned by Client. Licensee shall not reproduce, republish, distribute, modify, reverse engineer or otherwise exploit the Client Data provided in whole or in part, in any manner not expressly permitted by this Agreement and must not remove or modify any copyright, service mark, trade name or trademark notice or other notice of ownership. Client retains exclusive ownership of the Client Data, and if Licensee creates any derivatives to the Client Data provided in violation of this Agreement, Licensee will, and hereby does, assign to Client all of Licensee's rights, title and interests in and to such modifications and all Intellectual Property Rights therein. Licensee acknowledges that the Client Data may include the proprietary trade secrets of Client.

c.  All rights not explicitly granted to Licensee under this Agreement will remain with Client. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Intellectual Property Rights of Client, whether by estoppel, implication, or otherwise.

5.  **Indemnification and Hold Harmless.**

a.  Licensee shall indemnify, defend and hold each of Client and its Affiliates and the respective directors, officers, employees, successors and agents of Client and their respective Affiliates (collectively "Client Indemnitees") harmless from and against any and all third party liabilities, damages, demands, claims, causes of action, fines or penalties (including, without limitation, court costs and reasonable attorneys' fees) (collectively "Third Party Damages") to the extent arising out of or related to Licensee's negligence, misconduct or fraud relating to this Agreement or the Client Data. Licensee shall not settle or compromise any such matter without the prior written consent of the Client Indemnitee, which shall not be unreasonably withheld by the Client Indemnitee. .

b.  Client shall indemnify, defend and hold Licensee and its Affiliates, directors, officers, employees, successors and agents (collectively "Licensee Indemnitees") harmless from and against any and all Third Party Damages to the extent arising out of or related to (i) Client's gross negligence, willful misconduct or fraud relating to: (x) this Agreement, or (y) the Client Data. Client shall not settle or compromise any such matter without the prior written consent of the Licensee Indemnitee, which shall not be unreasonably withheld by Licensee Indemnitee. Licensee Indemnitee shall cooperate reasonably with Client in the defense or settlement of any third-party claim, action or proceeding for which indemnification is sought this provision.

c.

6.  **Term.**

Unless otherwise terminated in accordance with its terms, this Agreement shall have an initial term of one (1) years from the Effective Date ("Term"). The Agreement will thereafter not automatically renew for successive one (1) year terms unless a party notifies the other of its intent not to renew at least sixty (60) days before the end of the then-current term without written consent by the Client (such terms, with the Initial Term, the "Term").

7.  **Termination.**

a.  Automatic Termination. This Agreement shall terminate automatically upon the earliest to occur of the following:

i.  the expiration of the Term;

ii.  upon sixty (60) days written notice from a party to the other party;

iii.  upon sixty (60) days written notice from a party to the other party in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement shall not terminate if the breaching party cures the breach prior to the expiration of such thirty (30) day period.

b.  Insolvency. Any party may terminate this Agreement effective immediately upon written notice to the other party if a party files a voluntary petition in bankruptcy, is adjudicated bankrupt, has a trustee or receiver

appointed over its assets, becomes insolvent or suspends its business or makes an arrangement for the benefit of creditors.

   c.   <u>Return or Destruction of Client Data</u>. Upon expiration or termination of this Agreement, Licensee shall return all Client Data that was provided to Licensee or destroy and to certify such destruction of all Client Data that was provided to Licensee. Further, upon the date of termination Licensee's license shall automatically terminate, and Licensee shall cease using the Client Data in any manner.

8. **Warranty Disclaimer.**

CLIENT WILL NOT HAVE ANY RESPONSIBILITY AND WILL BEAR NO LIABILITY WHATSOEVER WITH REGARD TO REPLACING, UPLOADING, OR CORRECTING ANY CLIENT DATA ONCE RELEASED. CLIENT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLEID, INCLUDING ANY FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ARISING OUT OF ANY COURSE OF DEALING. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OF ANY DATA OR DATA INPUTS OR OTHER CONTENT PROVIDED TO CLIENT BY ANY THIRD PARTY.

Client represents and warrants that to the best of Client's actual knowledge, with respect to Client Data, Client has never received any written complaint, threat, assertion or allegation or any notice of any lawsuit, claim, demand, proceeding or investigation, involving the infringement or violation of a third party's patent, copyright, trade secret, trade mark or other intellectual property rights or a misappropriation of a trade secret or other personal rights of a third party (collectively a "Third Party's Intellectual Property Rights").

9. **Liability Limitations.**

EXCEPT IN CASES OF FRAUD, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF PROFITS, LOSS OF SOFTWARE OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION BROUGHT TO RECOVER ANY SUCH DAMAGES, IN CONNECTION WITH ITS OBLIGATIONS UNDER THE AGREEMENT OR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR LICENSEE'S USE OF THE CLIENT DATA.

EXCEPT IN CASES OF FRAUD, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, THE MAXIMUM COLLECTIVE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE THE GREATER OF (A) TWO TIMES (2X) THE TOTAL OF FEES ACTUALLY RECEIVED FROM CLIENT FOR THE CONTRACT YEAR IN WHICH ANY SUCH CLAIM AROSE OR (B) TEN THOUSAND DOLLARS ($10,000). THE LIMITATION SHALL NOT APPLY TO ANY CLAIMS FOR INDEMNIFICATION HEREUNDER.

10. **General Provisions.**

   a.   <u>Survival of Obligations</u>. The provisions of Sections 4, 5, 9, and 10 shall survive termination of this Agreement.

   b.   <u>Relationship Between Parties</u>. This Agreement or any rights granted hereunder shall not be transferable, encumbered or assigned by Licensee, nor shall the duties of Licensee hereunder be delegated or assigned. Any attempt to do so shall be null and void. Notwithstanding the foregoing, either party may, upon proper notice to the other party, assign this Agreement to any Affiliate. Licensee shall engage in the performance of the services hereunder as an independent contractor and shall not be deemed an agent or representative of Client. Nothing contained herein shall be construed in any manner to imply or create a relationship as partners or joint venturers between the parties hereto.

   c.   <u>Insurance</u>. Each of Client and Licensee shall carry and maintain during the term of this Agreement comprehensive general liability insurance coverage with a reputable and financially secure insurance carrier in amounts prudent and customary for entity's performing the functions of Client and Licensee which in no event shall be less than $1 million per occurrence and $3 million in the aggregate (inclusive of umbrella coverage, if necessary).

   d.   <u>Publicity</u>. Neither Client nor Licensee shall issue a press release or other public announcement concerning this Agreement or materials produced hereunder except in conformity with the provisions of this Agreement without the other party's prior written consent.

e. <u>Severability</u>. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

f. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties relating to this subject matter and cancels and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to the matters herein.

g. <u>Amendment</u>. This Agreement and the rights and obligations under it may not be modified, amended, or waived, whether in whole or in part, except by a writing signed by authorized representatives of Client and Licensee.

h. <u>Notice</u>. Any notice given by either party shall be in writing and shall be deemed given upon actual delivery to the other party at the following addresses:

TO Client
City of Grosse Pointe Woods
Attn: Bruce Smith
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236

TO Remedy
Remedy Partners, LLC
ATTN: General Counsel
800 Connecticut Ave
Norwalk, CT 06854
E-mail: legal@remedypartners.com

i. <u>Governing Law</u>. This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Delaware without regard to the principles of conflicts of laws.

j. <u>Confidentiality</u>. Each party acknowledges that it may receive or be exposed to certain information, materials, and data related to this Agreement that such party has designated as or that a reasonable party under the circumstances would consider to be confidential or proprietary. Such information, materials or data include but are not limited to financial information, business plans, customer information, and databases. Such information, materials or data include the Client Data, except as expressly provided by Client, all of which shall be considered confidential information of Client. The receiving party agrees to respect and maintain the confidentiality of such information, materials and data. Neither party shall use or disclose, or cause to be used or disclosed, at any time during or after the term of this Agreement, any such information, materials or data disclosed by the other party except as may be specifically authorized by such party, allowed to be disclosed pursuant to the terms of this Agreement, or as required by law. All provisions of this Agreement shall be treated as confidential information and shall not be shared with any third party without the prior written consent of the other party; provided that Client may share this Agreement with Agent. The parties agree that these provisions shall survive termination of this Agreement.

k. <u>Remedies</u>. Licensee acknowledges that it may be difficult to measure the damages that would be suffered by Client if Licensee fails to comply with this Agreement and that in the event of any such failure, Client may not have an adequate remedy at law. Client shall, therefore, be entitled, in addition to any other rights and remedies, to seek to obtain specific performance of Licensee's obligations hereunder and to seek to obtain immediate relief without having to post a bond.

l. <u>Waiver</u>. The failure of a party to enforce its rights under this Agreement in any particular circumstance does not constitute a waiver of its right to enforce this Agreement in any other circumstance, in any similar circumstance, or in any continuation or repetition of the circumstance in connection with which it had not previously enforced its right.

m. <u>Force Majeure</u>. Neither party shall be responsible for any failure or delay in the performance of its obligations under this Agreement, including but not limited to interface failures or service interruptions experienced by Client, due to circumstances beyond its reasonable control including, without limitation, acts of God, fires, floods, wars, civil disturbances, sabotage, accidents, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), utilities failure and governmental action.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in duplicate by their duly authorized officers.

**SIGN HERE**

**CLIENT**

By: _____

Name: _____

Title: _____

Date: _____

**REMEDY PARTNERS, LLC**

By: _____

Name: _____

Title: _____

Date: _____

<u>**Exhibit A**</u>
<u>**Data Elements and Format**</u>

All data files should be tab delimited and in Unicode with no leading or trailing whitespaces for any variables.

**Medical Claims File (MCF)**
The medical claims file should include claims based on the claim date of service (i.e. "from date") for the months and years of data requested.
- All facility and professional claims for all lines of business
- All claims for providers both within and outside of network
- All claims regardless of payor status (e.g. primary vs. secondary)
- All encounter data on capitated claims

**Member Eligibility File (MEF)**
The member eligibility file should include member coverage, monthly enrollment status, and demographic information.

**Provider Reference File (PRF)**
The provider reference file should establish a relationship between individual providers and provider systems or groups. It should also give provider administrative and geographic information.

**Data Dictionary**
A data dictionary is requested for all data files. A detailed data dictionary for any variables that deviate from the requirements in this file must accompany the data. A data dictonary is requested for all data files. A detailed data dictionary for any variables that deviate from the requirements in this file must accompany the data.

<u>**MCF - Variables**</u>

| Requested Payor Variable | Variable Description | Required Format | Variable Type | Maximum Variable Length |
|---|---|---|---|---|
| account_no | Patient Account/Control Number | | Char | |
| admission_date | Admission Date | ISO YYYYMMDD | Date | 8 |
| admission_source | Admission Source | See MCF - Codes tab | Char | 1 |
| admission_type | Admission Type | See MCF - Codes tab | Char | 1 |
| admitting_diagnosis | Admitting Diagnosis | ICD (No Decimal) | Char | 7 |
| allowed_amt | Amount Paid, total amount from all payors including member liability | | Num | |
| apc | Ambulatory Payment Classification Number | | Char | 4 |
| apc_version | Ambulatory Payment Classification Version | | Char | 2 |
| apr_drg | APR DRG | | Char | 3 |
| apr_drg_soi | APR DRG Severity of Illness | | Char | 1 |
| attending_npi | Attending NPI | | Char | 10 |
| billed_amt | Billed Amount | | Num | |
| billing_id | Payor Internal Billing Provider ID | | Char | |
| billing_name | Billing Provider Name or Organization Name | | Char | |
| billing_npi | National Billing Provider ID | | Char | 10 |

| billing_tax_id | Billing Provider Tax ID Number | No Dash | Char | 9 |
|---|---|---|---|---|
| billing_taxonomy | Billing Provider Taxonomy | | Char | 10 |
| capitated | Flag for Claim Line Processed Under Capitation Agreement | Yes=1; No=0 | Char | 1 |
| claim_id | Payor Claim Control Number | | Char | |
| claim_status | Claim Line Activity Type Code or Claim Status (Reflecting Adjustments) | See MCF - Codes tab | Char | 1 |
| cob | Coordination of Benefits | See MCF - Codes tab | Char | 2 |
| cob_amt | Coordination of Benefits Amount, amount paid by other insurer | | Num | |
| coinsurance_amt | Coinsurance Amount | | Num | |
| contract_id | Plan Specific Contract Number | | Char | |
| copay_amt | Co-pay Amount | | Num | |
| deductible_amt | Deductible Amount | | Num | |
| diagnosis_1 | Other Diagnosis - 1 | ICD (No Decimal) | Char | 7 |
| diagnosis_1_poa | Other Diagnosis - 1 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_2 | Other Diagnosis - 2 | ICD (No Decimal) | Char | 7 |
| diagnosis_2_poa | Other Diagnosis - 2 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_3 | Other Diagnosis - 3 | ICD (No Decimal) | Char | 7 |
| diagnosis_3_poa | Other Diagnosis - 3 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_4 | Other Diagnosis - 4 | ICD (No Decimal) | Char | 7 |
| diagnosis_4_poa | Other Diagnosis - 4 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_5 | Other Diagnosis - 5 | ICD (No Decimal) | Char | 7 |
| diagnosis_5_poa | Other Diagnosis - 5 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_6 | Other Diagnosis - 6 | ICD (No Decimal) | Char | 7 |
| diagnosis_6_poa | Other Diagnosis - 6 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_7 | Other Diagnosis - 7 | ICD (No Decimal) | Char | 7 |
| diagnosis_7_poa | Other Diagnosis - 7 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_8 | Other Diagnosis - 8 | ICD (No Decimal) | Char | 7 |
| diagnosis_8_poa | Other Diagnosis - 8 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_9 | Other Diagnosis - 9 | ICD (No Decimal) | Char | 7 |
| diagnosis_9_poa | Other Diagnosis - 9 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_10 | Other Diagnosis - 11 | ICD (No Decimal) | Char | 7 |
| diagnosis_10_poa | Other Diagnosis - 11 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_11 | Other Diagnosis - 11 | ICD (No Decimal) | Char | 7 |
| diagnosis_11_poa | Other Diagnosis - 11 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_12 | Other Diagnosis - 12 | ICD (No Decimal) | Char | 7 |

| | | | | |
|---|---|---|---|---|
| diagnosis_12_poa | Other Diagnosis - 12 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_13 | Other Diagnosis - 13 | ICD (No Decimal) | Char | 7 |
| diagnosis_13_poa | Other Diagnosis - 13 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_14 | Other Diagnosis - 14 | ICD (No Decimal) | Char | 7 |
| diagnosis_14_poa | Other Diagnosis - 14 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_15 | Other Diagnosis - 15 | ICD (No Decimal) | Char | 7 |
| diagnosis_15_poa | Other Diagnosis - 15 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_16 | Other Diagnosis - 16 | ICD (No Decimal) | Char | 7 |
| diagnosis_16_poa | Other Diagnosis - 16 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_17 | Other Diagnosis - 17 | ICD (No Decimal) | Char | 7 |
| diagnosis_17_poa | Other Diagnosis - 17 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_18 | Other Diagnosis - 18 | ICD (No Decimal) | Char | 7 |
| diagnosis_18_poa | Other Diagnosis - 18 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_19 | Other Diagnosis - 19 | ICD (No Decimal) | Char | 7 |
| diagnosis_19_poa | Other Diagnosis - 19 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_20 | Other Diagnosis - 20 | ICD (No Decimal) | Char | 7 |
| diagnosis_20_poa | Other Diagnosis - 20 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_21 | Other Diagnosis - 21 | ICD (No Decimal) | Char | 7 |
| diagnosis_21_poa | Other Diagnosis - 21 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_22 | Other Diagnosis - 22 | ICD (No Decimal) | Char | 7 |
| diagnosis_22_poa | Other Diagnosis - 22 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_23 | Other Diagnosis - 23 | ICD (No Decimal) | Char | 7 |
| diagnosis_23_poa | Other Diagnosis - 23 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_24 | Other Diagnosis - 24 | ICD (No Decimal) | Char | 7 |
| diagnosis_24_poa | Other Diagnosis - 24 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_25 | Other Diagnosis - 25 | ICD (No Decimal) | Char | 7 |
| diagnosis_25_poa | Other Diagnosis - 25 Present on Admission | See MCF - Codes tab | Char | 1 |
| diagnosis_e_code | E-Code | ICD (No Decimal) | Char | 7 |
| discharge_date | Discharge Date | ISO YYYYMMDD | Date | 8 |
| discharge_status | Discharge Status | See MCF - Codes tab | Char | 2 |
| from_date | Date of Service - From Date | ISO YYYYMMDD | Date | 8 |
| icd_procedure_1 | ICD Procedure Code - 1 | ICD (No Decimal) | Char | 7 |
| icd_procedure_2 | ICD Procedure Code - 2 | ICD (No Decimal) | Char | 7 |
| icd_procedure_3 | ICD Procedure Code - 3 | ICD (No Decimal) | Char | 7 |
| icd_procedure_4 | ICD Procedure Code - 4 | ICD (No Decimal) | Char | 7 |

| icd_procedure_5 | ICD Procedure Code - 5 | ICD (No Decimal) | Char | 7 |
|---|---|---|---|---|
| icd_procedure_6 | ICD Procedure Code - 6 | ICD (No Decimal) | Char | 7 |
| icd_procedure_7 | ICD Procedure Code - 7 | ICD (No Decimal) | Char | 7 |
| icd_procedure_8 | ICD Procedure Code - 8 | ICD (No Decimal) | Char | 7 |
| icd_procedure_9 | ICD Procedure Code - 9 | ICD (No Decimal) | Char | 7 |
| icd_procedure_10 | ICD Procedure Code - 10 | ICD (No Decimal) | Char | 7 |
| icd_version | ICD Version (9/10) | See MCF - Codes tab | Char | 2 |
| line_no | Line Number | | Char | 10 |
| lob | Insurance Type/Product Code/Line of Business | See MCF - Codes tab | Char | 3 |
| member_id | Unique Member Identification Code (Patient) | | Char | |
| member_liability | Member Liability Amount | | Num | |
| ms_drg | MS DRG | | Char | 3 |
| operating_npi | Operating NPI | | Char | 10 |
| paid_amt | Paid Amount | | Num | |
| paid_date | Date Service Approved/Accounts Payable Date/Actual | ISO YYYYMMDD | Date | 8 |
| payor | Payor | | Char | |
| place_of_service | Place Of Service | See MCF - Codes tab | Char | 2 |
| plan_id | Payor Internal Plan ID | | Char | |
| prepaid_amt | Prepaid Amount | | Num | |
| principal_diagnosis | Principal Diagnosis | ICD (No Decimal) | Char | 7 |
| procedure_code | Procedure Code | HCPCS/CPT | Char | 5 |
| procedure_code_mod_1 | Procedure Modifier - 1 | | Char | 2 |
| procedure_code_mod_2 | Procedure Modifier - 2 | | Char | 2 |
| procedure_code_mod_3 | Procedure Modifier - 3 | | Char | 2 |
| procedure_code_mod_4 | Procedure Modifier - 4 | | Char | 2 |
| procedure_code_mod_5 | Procedure Modifier - 5 | | Char | 2 |
| provider_id | Payor Internal Provider ID | | Char | |
| provider_name | Service Provider Name or Organization Name | | Char | |
| provider_taxonomy | Service Provider Taxonomy | | Char | 10 |
| provider_type | Service Provider Entity Type | See MCF - Codes tab | Char | 2 |
| revenue_code | Revenue Center Code | | Char | 4 |
| thru_date | Date of Service - Through Date | ISO YYYYMMDD | Date | 8 |
| type_of_bill | Type of Bill - for Institutional (IP, SNF, HH, IRF, etc) | See MCF - Codes tab | Char | 3 |
| type_of_claim | Type of Claim Indicator | See MCF - Codes tab | Char | 3 |
| units | Units of Service/Days of Service | | Num | |

## MEF- Variables

| Requested Payor Variable | Variable Description | Required Format | Variable Type | Maximum Variable Length |
|---|---|---|---|---|
| member_id | Unique Member Identification Code (Patient) | | Char | |

| member_first_name | Member First Name | | Char | |
|---|---|---|---|---|
| member_middle_initial | Member Middle Initial | | Char | |
| member_last_name | Member Last Name | | Char | |
| member_dob | Member Date of Birth | ISO YYYYMMDD | Date | 8 |
| member_dod | Member Date of Death | ISO YYYYMMDD | Date | 8 |
| member_gender | Member Gender | See MEF - Code tab | Char | 1 |
| member_state | Member State or Province | | Char | |
| member_zip | Member ZIP Code | | Char | 5 |
| member_ssn | Member Social Security Number | | Char | |
| medical_coverage | Medical Coverage | See MEF - Code tab | Char | 1 |
| drug_coverage | Prescription Drug Coverage | See MEF - Code tab | Char | 1 |
| esrd | ESRD Program Indicator | See MEF - Code tab | Char | 1 |
| payor | Payor | | Char | |
| plan_id | Payor Internal Plan ID | | Char | |
| plan_effective_date | Plan Effective Date | ISO YYYYMMDD | Date | 8 |
| plan_end_date | Plan End Date | ISO YYYYMMDD | Date | 8 |

**PRF**

| Requested Payor Variable | Variable Description | Required Format | Variable Type | Maximum Variable Length |
|---|---|---|---|---|
| payor | Payor | | Char | |
| provider_id | Provider ID | | Char | |
| provider_ccn | Provider CCN | | Char | 6 |
| provider_npi | Provider NPI | | Char | 9 |
| provider_tin | Provider Tax ID | | Char | 10 |
| provider_name | Provider Name | | Char | |
| provider_taxonomy | Provider Taxonomy | | Char | 10 |
| system_name | Provider Group/System Name | | Char | |
| system_id | Provider Group/System ID | | Char | |
| provider_zip | Provider Zip Code | | Char | 5 |
| provider_state | Provider State | | Char | |
| provider_city | Provider City | | Char | |
| contract_number | Contract Number | | Char | |
| in_network | In-Network Provider Flag | Yes=1; No=0 | Char | 1 |