RESOLUTION NO. \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014

**RESOLUTION OF THE BOARD OF MANAGERS OF THE LOCAL PUBLIC HEALTH SERVICES COLLABORATIVE, LLC**

**ADOPTING RULES AND PROCEDURES FOR UTILIZATION OF COLLABORATIVE SERVICES BY ITS MEMBERS**

WHEREAS, according to the By-laws of the Local Public Health Services Collaborative, LLC (“Collaborative”), the Board of Managers (“Board”) is responsible for the overall policy and direction of the Collaborative, and the business of the Collaborative shall be exercised by or under the direction of its Board; and

WHEREAS, pursuant to paragraph 4 of the “Contract for Shared Services with Charter Local Health Districts and the Local Public Health Services Collaborative, LLC” (“Contract”), duly executed by each Local Board of Health member of the Collaborative (“Member”), each Member “shall comply with all rules and procedures established by the Local Public Health Services Collaborative, LLC in utilization of its Services;” and

WHEREAS, the Board has determined that it is the best interest of the Collaborative to hereby establish initial “Rules and Procedures” for the utilization of its Services, which may be modified by the Board from time to time as necessary.

Now, therefore, upon motion of Board Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and seconded by Board Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

BE IT RESOLVED BY THE BOARD that:

1. Liability Coverage. Prior to engaging in service, each Member, at its sole cost and expense, shall procure and thereafter maintain for the term of the Contract, at least the following types and amounts of insurance: (a) sufficient general liability insurance; (b) provide all licensed medical providers in their employ with medical malpractice insurance coverage at or above any applicable legal minimum; and (c) shall be responsible for ensuring that the Collaborative has valid and current proof of such insurance at all times.

2. Licensing. Prior to engaging in service, each Member shall ensure that any individual provider under the Member’s employ, including contract employees, is duly licensed in Ohio in accordance with all applicable laws and regulations.

3. Fee Schedule. Each Member shall adopt and utilize any fee schedule established by the Board for all services designated as falling under the scope of the Collaborative Contract, including, but not limited to: (a) public health nursing services; (b) immunizations; (c) primary care; (d) sexual health; (e) disease testing/ treatment; (f) prenatal care.

4. Fee Reassignment. Each Member shall ensure that all licensed providers under their employ, including contract employees, will assign all fees collected for services provided by the Member for clinical or other services provided to the Member or its designee.

5. Overpayment. Each Member agrees to reimburse the Collaborative for any overpayment that has been mistakenly issued to a Member for any reason, including but not limited to overpayment by an insurer, a proportion calculation error, or any other error.

6. **Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**. Each Member shall ensure its compliance with HIPAA by maintaining all applicable policies and procedures necessary to ensure the privacy and security of individually identifiable Protected Health Information (“PHI”), as defined and required by HIPAA. Each Member acknowledges it has a Business Associate relationship with the Collaborative as defined by HIPAA, and agrees to enter into a Business Associate agreement with the Collaborative pursuant to HIPAA.

7. Medicare Compliance. Each Member agrees to adopt such training and/or policies necessary to remain compliant with Medicare at all times, and shall immediately notify the Collaborative in writing if at any time the Member ceases to be Medicare-compliant.

8. Quality Assurance. Each Member shall adopt and follow a written “Quality Assurance Plan” in accordance with any minimum requirements as later established by the Board, which may be modified by the Board thereafter from time to time as necessary.

9. Records. Each Member shall establish and maintain a records retention schedule for client information that is the greater of six (6) years after the last date of service, or the period required by any applicable law. Each Member shall provide the Board with access to all client information necessary for the Board to maintain its core functions, assure quality, or respond to contractual obligations of payers, to the extent that providing such access is not prohibited by any applicable law, including information stored in paper files or as Electronic Medical Records (“EMR”).

Voting Aye Thereon: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Voting Nay Thereon: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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