

**RESOLUTION NO. R18-69**

**A RESOLUTION OF THE CITY COUNCIL APPROVING AN AGREEMENT  
BETWEEN THE CITY OF LAUREL AND PINTLER BILLING SERVICES, LLC.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Contract between the City of Laurel and Pintler Billing Services, LLC for the provision of the City's Ambulance Billing Services, attached hereto, is hereby accepted and approved.

Section 2: Execution. The Mayor, and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the Contract on behalf of the City.


Section 3: Effective date. The effective date for the attached Contract is hereby approved upon approval by the City Council.

Introduced at a regular meeting of the City Council on October 2, 2018, by Council Member Klose.

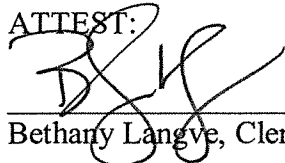
PASSED and APPROVED by the City Council of the City of Laurel this 2<sup>nd</sup> day of October 2018.

APPROVED by the Mayor this 2<sup>nd</sup> day of October 2018.

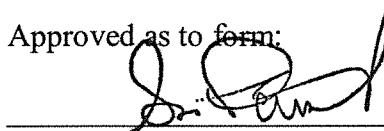
CITY OF LAUREL

  
Thomas C. Nelson, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer

Approved as to form:

  
Sam Painter, Civil City Attorney



## Laurel Fire-EMS EMS Division

215 West First Street, Laurel, Montana, 59044 P: 406-628-1611 F: 406-628-7351

09/20/2018

Dear Mayor & City Council:

I write this letter as a formal recommendation to replace the ambulance billing company currently in place. For several years, we have used Solestone Reimbursement Service to bill patients who utilize our ambulance service. For at least as long as I have been here, this relationship has become continually strained and inefficient. The reality is that there is greener grass elsewhere. Recently we began the quest to seek a billing company that would better serve our service and citizens who utilize it. Pintler Billing Company is a small reimbursement service from Eureka in northwestern Montana. I have had several conversations with the owner Leslie Graves about the difference in service that Pintler could offer.

The biggest challenge we currently face with ambulance billing is communication. We have had several instances in the past where we attempt to correspond with Solestone and receive a distracting reply, or no response at all. This leads to many questions unanswered about the financial welfare of our service. Furthermore, there are times when patient care incidents are not reimbursed by insurance companies. The answer as to why the bill was not paid by insurance/Medicare/Medicaid is generally not answered, nor is there an attempt to correct the issue and attempt to rebill the report. This leads to significant lost revenue.

We are also finding that patient care incidents are not being billed in a timely manner. As I write this letter to all of you, it has been **22 days** since SoleStone has logged into our system in order to do the billing. In my experience with ambulance billing, I can attest that sometimes the longer you wait to bill, the revenue that can be recovered is less.

Attached to this letter is a PDF file that summarizes the services Pintler offers. We do not receive much of the many items listed here in our current service. Examples of betterment is communication procedures. Rather than not follow up on a patient care incident that was not paid out, Pintler will contact the paying agency to inquire as to why, and then communicate directly with the care provider to remedy the issue. Additionally, Pintler offers education in person and online directly to our ambulance attendants to ensure they are following the best documentation practices. The last significant "plus" that I would put down as much needed is data reporting. We receive very limited, and confusing reports about income and patient demographics from our current service. Pintler offers customized reports that include any data elements that we request. This gives us a better look at how our service is doing financially.

I would be happy to explain more about what is going on with the current service and why we need a change if questions still linger. Our city depends on the revenue coming back from citizens who utilize our service. I firmly believe Pintler Billing Service is the best choice out of a lengthy list of options researched. I feel moving to Pintler Billing Services would a very wise decision to better our department, and the level of service we provide to the community.

Thank you,

Riley Hutchens  
Assistant Chief of EMS

# Overview of Billing Services



Thank you for considering Pintler Billing Services, LLC for your billing solution. We are a full-service billing company specializing in ambulance billing, and we are happy to provide you with information about our company and our processes. Your revenue stream is essential to the success of your service, and we understand how extremely important the decision to make a billing change will be.

As you know, we provide service to many ambulance services around the state. Our staff consists of well-trained professional billers, all of whom are NAAC-certified ambulance coders. This rigorous training provides detailed and thorough, ambulance-specific training in all aspects of revenue management for ambulance services. We maintain certification through ongoing education and enjoy the benefit of interacting with a network of certified ambulance coders who have gone through the same training. This enhances the quality of service we can provide you, and we are confident in our abilities thanks to our training and education.

Please review the following pages to learn more about our service. Again, thank you for your time and consideration.

Sincerely,

Leslie Graves, Owner

## **BILLING PROCESS - OVERVIEW**

- **PCR (Patient Care Report) collection:** Depending on your current patient care reporting method, we can suggest an ePCR solution or work with your current vendor. *(Please see Trip Report section on page 7 for additional information.)* We will work with you to be sure we can accommodate your PCR methods.
- **Billing:** We verify coverage, eligibility, and benefits for all patients *prior* to billing, which helps us avoid sending claims to the wrong payer, which then reduces the time your claims spend in the revenue management cycle. For our electronic PCR clients, we often achieve next day billing. When claims are sent this frequently your cash flow is enhanced.
- **Payments:** Payments can be made directly to your account (via EFT), and we can assist you in setting this up wherever possible. Payments can also be sent directly to your office address for you to deposit. Many of our clients choose to have payments sent to our office where we post and scan them, then deposit the funds directly into your account. We can decide on the method based on your preferences.
- **Claims Follow-Up:** Claims are worked each month to ensure that you are being paid in a timely fashion. If a claim is unpaid after 30 days, we call the insurance company to determine why, and then remedy the situation to ensure payment/processing. This is how we keep the average days claims spend in receivables to less than 30 days!
- **Patient Customer Service:** We are very proud of our reputation for being professional and courteous, and this certainly applies to the interactions we have with our clients' patients. We offer a toll-free line for questions and publish this on the patient statements. Our staff works with your patients to answer billing questions, obtain information, and set up payment plans.
- **Data Storage:** We have a daily back-up system that saves all of our data in the cloud and in two different geographical locations for security. We are a paperless office with electronic filing systems and powerful servers for maximum efficiency, reliability, security, and speed.

### **ADDITIONAL INFORMATION**

When we receive a trip report or PCR (patient care report) we first review it for several things. We verify the patient information either with their insurance company or by working with the receiving hospital. After coverage and eligibility are determined, the PCR is reviewed for:

- Emergency Response Criteria being met
- Medical necessity/reasonableness documentation
- Transport to a covered destination
- Mileage recorded
- Signatures present

Ensuring these basic items are present sometimes prevents take-backs and payment decision reversals down the road, and helps promote good documentation on the part of your crew.

Sent claims that are unpaid after 30 days are reviewed again, and we follow-up with the insurance company to determine why they haven't paid. At that time we remedy any problems that have been found in order to get the claim to process and pay. We have established good working relationships with receiving hospitals in your area, and these relationships often aid the process of accurate billing. If we have gaps in information we can often talk to someone there to get additional detail.

Patient balances due are billed monthly on statement forms. The statement forms have a perforated top that the patient removes to mail back with payment. A windowed envelope is also included in order to make the process easy. If your service accepts credit cards a box appears on the statement to allow the patient to provide their credit card information for processing. Our toll-free office number also appears on these statements as a resource for patients that have questions. A sample statement can be provided upon request.

## COLLECTIONS

We provide “soft” collections from our office. Skilled and professional members of our staff call patients that have not responded to their bills for over 30 days after the statement has been mailed. We work within the parameters of your financial policy to set up payment plans. Our entire staff emphasizes using a kind and professional approach when talking with patients and clients.

If we are unable to make contact with a patient using the data collected at the time of transport, we will communicate with the hospital where the patient was transported to cross-reference information and ensure we are using the most current phone numbers and address according to their records. We also share information we have learned with the hospitals, which facilitates the continued good relationship for future questions and requests.

Past due accounts are reviewed monthly. If there is a past due amount on an account, and we are unable to set up a payment plan or contact the patient, we will prepare a “packet” for you and your board to review. The packet consists of a patient account ledger, copy of the trip report, and detailed notes about our collections efforts, as well as any other applicable documents. At your direction, we will then take action on these accounts. We might offer a payment-in-full discount, write the balance off, or send these accounts to a professional collections company. Most of our clients use Centron Services, an agency based in Helena, MT that specializes in health care collections. Our long relationship with this company has overall been very satisfactory. Centron, through their other clients with hospitals and health care providers, can often trace patients who move frequently. They provide timely reports and are accessible for questions or requests at any time.

## REPORTS

We provide standard reports for accounts receivables, billing, and payments received at month end. There are dozens of other customizable reports available on any schedule you prefer, and we accommodate specific requests from our clients by providing individualized, customized reports. Some of the standard available reports include: monthly activity summary, yearly activity summary, patient aging, insurance aging, payment analysis by insurance company, procedure/service analysis detail, and many more.

We also work with ambulance providers that are whole or partially owned or run by a county or city government. These entities need different reports on a different schedule and we are able to provide all the necessary data in report form for both private and government purposes. Several of our current clients fall into this category, and they are available for questions if you would like to speak with them about how this process works.

In order to maintain good communication with you, we provide accessible reports that are easy to read and provide clear, pertinent information about the services you provide. When you know exactly how your service is performing financially, it makes managing the other aspects of your service easier.



## **TRIP REPORTS**

As you are well aware, the method you use to capture your patient care reports is very important in the success of billing for your services. We recommend a solution via a partner called Emergency Reporting. Their rates are very reasonable and their app and software is straight forward and easy to learn, while providing powerful features and in-depth support. Our clients that use Emergency Reporting are very happy, as we are, with their level of expertise and support. Emergency Reporting provides a NFIRS and NEMESIS certified system. They offer a quick demo on their website which is [www.emergencyreporting.com](http://www.emergencyreporting.com). They also offer a free trial where you can work with everything exactly as it is in the live program. Your relationship with Emergency Reporting is completely independent from your agreement with Pintler Billing Services. Our clients using Emergency Reporting add our office as a user with permissions to view and print the trip reports.

Another ePCR option is EHR by ESO. This is a sister product to our billing software, and this company has also recently acquired Firehouse. The customer service is also excellent. There is a demo available on their website at <http://www.esosolutions.com/software/ehr>. Again, your relationship with any ePCR vendor is independent from your agreement with Pintler Billing Services.

The State option of Image Trend is also available, and we have clients who are currently using this solution. Pintler Billing has a log-in that would be linked to your account through the State, and we would be able to access any "Ready to Bill" incidents once we are linked. We understand that your service may prefer a different method, and we are willing to work with the method that you choose. We provide a couple of ways for our clients to send and receive data including a secure web portal, a toll-free fax number, and of course you could always use the mail! The bottom line is that we want to help to make this a seamless transition for you and your crew.

## COMPLIANCE

There are many compliance standards and regulations required of health care service providers, and you are likely aware of this and working to comply with the various laws. Many of these requirements are intertwined and a misstep in one small area can be magnified in scope because of the way these regulations are applied. Billing is one of these areas, and as billing professionals dedicated to this vital area of health care delivery, we can help you learn about and comply with the many regulations.

We review all PCRs and supporting documents for compliance and work with you to confirm that we are working within guidelines when submitting claims. All of our staff have the CAC (Certified Ambulance Coder) certification, and we also have a Certified Ambulance Compliance Officer (CACO) on staff. Jodi successfully completed the intensive training and test offered by NAAC (National Academy of Ambulance Compliance), and she is a valuable resource available to us and to our clients.

Another aspect of compliance that we address is continuing education and participation in national organizations that provide access to up-to-the-minute information regarding the ever-changing world of health care reimbursement. Besides NAAC, we also belong to HBMA (a national organization of revenue cycle managers with an office in Washington, DC) as well as professional networking groups. Our goal is to maximize your reimbursement within the framework of compliance, and to assist you in successfully running your EMS department. We stay in frequent contact with you to help educate your staff about requirements that apply to EMS providers, and to provide ongoing documentation training. An annual documentation training for your crew is a standard part of our service to you and comes at no additional cost.

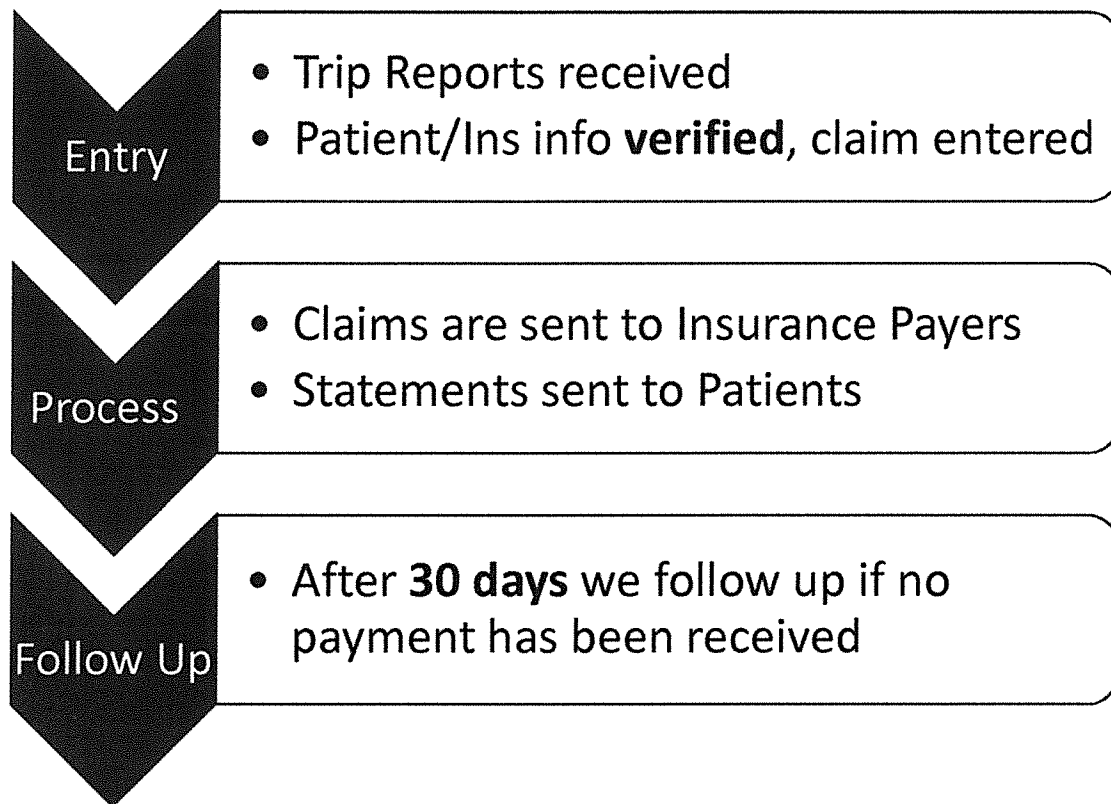
## **RATES AND FEES**

Typically there is no initial charge or financial outlay to use our services. If we begin billing for current charges and there is no back work, we will charge you only after you have received payment from our billing efforts, usually 15-30 days after the first trip report is received in our office. If there are additional, older accounts you would like us to work, we will evaluate the volume and difficulty, and create a side agreement for the older accounts. If it is necessary to (re)establish a relationship with Medicare, Medicaid, and other payers, there will be a fixed, one-time fee for our credentialing and enrollment services. This fee will be dependent upon the level of assistance your service requires, and the amount will be negotiated prior to the beginning of the contract period.

The items outlined below are the specific charges that you will incur with our service. There are no hidden or additional fees.

- We bill on a percentage basis; this is a guarantee to you because we won't get paid until you do! Our rate is 7.5% - 8%, and will be determined specifically after discussion regarding the details of your service.
- We itemize fees for the clearinghouse (\$33/month) and for patient statements (\$1.50/statement) and they show up as line items on your monthly statement.
- You will receive a credit on your statement for our percentage of any payments that you receive that subsequently need to be refunded.

## CLAIMS FOLLOW UP



This process is one of the biggest differences between Pintler Billing Services and our competitors. The frequency with which each claim is reviewed or touched directly correlates to the higher reimbursement we achieve for our clients. We are very conscientious about this, and it is part of our deeply-ingrained office culture of attention to detail and accountability.

## REFERENCES

We are proud of our work and happy to have you talk to our current clients. Please ask them about their experience with us.

Chief Craig Williams – Evergreen Fire Rescue  
406-752-4636

Chief Ron Tocher – Anaconda-Deer Lodge County Ambulance  
406-563-2164

Chief Mark Thiry, Cindy Norred (AEMT & Billing Assistant) – Bigfork Fire District  
406-837-4590

Shelly Treece, Rachel Duram Administrators/Managers – Eureka Volunteer Ambulance Service  
406-297-3318

Del Dieroth, President – Ruby Valley Ambulance Service  
406-596-0139

Brenda Kirkley, Jean Bergeson Board Members – Beaverhead EMS  
406-683-2833

Lance Westgard, Operations Manager – Three Rivers EMS  
406-892-4244

Amy Trujillo, Service Director – Montana Medical Transport  
406-457-8205

Chief Amy Beick – Smith Valley Fire District  
406-752-3548

More Available Upon Request

## **Pintler Billing Services, LLC**

P O Box 2458 ~ Eureka, MT 59917  
(406) 889-5882 office ~ (866) 340-2505 office  
(406) 889-5233 fax ~ (866) 563-2505 fax  
[www.pintlerbillingservices.com](http://www.pintlerbillingservices.com)

### **AGREEMENT for BILLING SERVICES**

**THIS AGREEMENT** is made by and between Pintler Billing Services, hereinafter referred to as Billing Service and City of Laurel, hereinafter referred to as Service, on this October 10, 2018 and effective October 2, 2018.

**WHEREAS** Billing Service agrees to provide and Service agrees to purchase services upon the terms and conditions in accordance with the schedule and other provisions stated herein,

**AND WHEREAS** this Agreement supersedes and replaces in full any previous agreement between these parties, Billing Service and Service agree to the following:

#### **ASSURANCES:**

- Billing Service and Service will each be responsible for maintaining compliance with all applicable State and Federal laws governing their respective activities as outlined in this Agreement, without extension to the other party. Service accepts responsibility for knowledge of regulations and applicable laws, and further warrants that patient care provided by, and activities performed by Service are compliant with current HIPAA law, OIG regulations and guidance, and any other applicable laws and ethical standards as recognized by the State of Montana and United States government. Billing Service is not responsible for the compliance of Service, and by submitting data for billing to Billing Service subsequent to signing this Agreement, Service is accepting full responsibility for all compliance requirements and corresponding repercussions. Billing Service accepts only responsibility for knowledge of regulations and applicable laws as they apply to Billing Service activities, and further assures Service to maintain the highest level of compliance possible through continued training and education, and certification of at least one staff member as a Certified Ambulance Compliance Officer (CACO) through National Academy of Ambulance Compliance (NAAC).

#### **SERVICES:**

- Billing Service will receive billing documents and other pertinent information from Service by US mail, secure web portal, electronic PCR software, fax, or in person *at least weekly* unless other arrangements have been made and both parties have agreed upon a change in delivery. Service shall provide Billing Service with true and accurate billing information, including, but not limited to: patient demographic information, complete signature forms as required by law, complete documentation of services provided, payments and insurance remittance received, referral or authorization numbers and/or documents, and/or other necessary medical documentation. Service also agrees to provide Billing Service with any new/updated information within one week of receipt of information. Service warrants that all information provided for billing purposes will be true and accurate to the best of their knowledge. Service will keep original documents and provide Billing Service with clear copies in either paper or electronic form. All documents provided to Billing Service will become the sole property of Billing Service. ***Delivery and Receipt of PCR information:*** In the event that Service selects an electronic PCR solution, Service agrees that the sole responsibility for maintenance of the relationship with the ePCR vendor, including subscription, passwords, and administration, belongs to Service. Assignment to Billing Service by Service within electronic PCR software shall constitute delivery of information to Billing Service. Service agrees to provide access to Billing Service, and agrees

that a lapse in the access or subscription to the electronic PCR software shall void Billing Service duties to retrieve billing information.

- Billing Service will process Service's trip reports and submit insurance claims, electronically or on paper (as required by payer), to insurance carriers on a schedule that will be upon receipt of billing information and never more than 5 days after billing information is received by Billing Service from Service, provided billing information is complete upon receipt as detailed above and is received from Service on a regular schedule of at least weekly. Billing Service will bill patients monthly for co-payments or private payments due to Service. Claims submitted will be tracked and any delinquent claims will be pursued by Billing Service. Aging reports will be generated monthly and past due claims and patient accounts will be investigated. Payment plans for patients, if established by Service policy, will be tracked and delinquent patient accounts will be presented in report form to Service for consideration of referral to an outside agency for collection action. At the direction of the Service, Billing Service will negotiate payment plans with patients and/or supply patients with a financial hardship waiver request form. Past due accounts will be sent to Centron Services, a Montana collections agency (or agency selected by Service), at the direction of the Service. Negotiation requests from insurance companies will be handled by Billing Service according to the policies established by Service.
- Billing Service will generate monthly reports detailing activity related to claims and patient billing, including: aging, total revenue, total charges, patients receiving statements, and any others agreed upon between Service and Billing Service. Billing Service will provide a telephone number for questions and inquiries from patients. All questions from patients and staff of Service will be answered immediately when possible, but never longer than one business day, by Billing Service.
- Billing Service will perform verification of patient benefits for Service upon receipt of complete patient insurance and demographic information. Service will be responsible for prior authorizations and/or referral procurement where required prior to transport, although Billing Service shall inform and educate Service of requirements for authorizations and referrals whenever possible. Billing Service is not responsible for denied claims due to policy exclusions, benefit limits, etc.
- Billing Service will investigate and, as necessary, dispute any refund requests by insurance companies made to Service. In the event that a refund is due, Service agrees to pay refund amount to insurance company, patient, or other party to whom the funds are due within the time frame required by law. Billing Service shall refund percentage billed to Service, if any, on amounts collected by, and subsequently refunded, by Service.
- Billing Service will provide a PO Box as a payment address for remittance of physical payments. Billing Service will collect mail from PO Box daily and payments received for Service will be deposited in Service's account biweekly. Service will provide deposit slips and deposit stamp to Billing Service, and Billing Service will deposit physically or via US Mail depending on bank location of Service. A detailed report of all deposit items will be sent via secure web portal to the Service office for reference and archival purposes. At the request of Service, a separate notification will be sent to any County Treasurer's, bookkeeper's office, or other representative.
- Billing Service will provide one on-site documentation training per year for the Service's crew and designated staff. Additional training in compliance and documentation is available, and will be negotiated at the time of request.

#### **CHARGES:**

- Service agrees to pay Billing Service for herein described services at a rate of 8% of amount received by Service from all revenue. Billing Service will provide a monthly report with monthly statement detailing all transactions that have occurred. Billing Service will invoice Service at the beginning of each month for the previous months' claims. Payment will be due within 10 days of receipt of statement.
- Service will also be responsible for claims submission charges and cost of sending patient

statements. These charges may not exceed \$1.50 per patient statement per month and the clearinghouse charge of \$33.00 per month. These described costs will be detailed in a monthly invoice and may not exceed reasonable and necessary costs for processing claims and procuring payment for Service. In the event that additional services are requested by Service an addendum to this Agreement will be executed.

- Service agrees to pay Billing Service within ten (10) working days from date of invoice. Billing Service reserves the right to suspend billing for consistent non-payment by Service. Billing Service and Service shall retain the right to review and possibly negotiate different terms as circumstances dictate. Any changes to the rate will be addressed in an addendum to this Agreement. Billing Service reserves the right to alter the rate of compensation upon submission of sixty (60) days written notice to Service.

#### **OPTIONAL SERVICES:**

- Billing Service will provide assistance in updating enrollment information pertaining to Billing Service with Medicare, Medicaid, BlueCross BlueShield, and other major insurance carriers. Billing Service will also notify payers of address changes as necessary.
- Service will be responsible for a one time start-up fee for a total charge of \$N/A payable with first invoice.

**TERMS:** Billing Service and Service agree that this Agreement shall be valid for **one year**, and will automatically renew annually thereafter, unless either party requests a change in writing as detailed in Termination section.

**TERMINATION:** This Agreement may be canceled by Service by giving Billing Service sixty (60) days prior written notice. This Agreement may be canceled by Billing Service by giving Service sixty (60) days prior written notice. Upon termination of Agreement, Service agrees to remit immediately to Billing Service all charges and fees incurred to date. Billing Service will pursue payment for all services which have already been billed and Service will continue to provide necessary information until all billing is completed or sixty (60) days has passed, unless the termination is a result of wrongdoing or failure to pay, which would result in immediate cessation of billing activities. Billing Service maintains electronic copies of all billing information and will maintain these documents for 10 years after termination as dictated by law or best practices. Copies of billing documents will be available in digital form from Billing Service at request of Service upon termination of Agreement, at a rate of \$.05 per page. Billing Service reserves the right to retain copies of records in cases where charges and fees are not paid in full by Service. This Agreement may be canceled immediately by either party if any intentional wrongdoing occurs which violates the terms set herein.

**LIMITATION OF LIABILITY:** Service agrees that the foregoing warranty is in lieu of all other warranties, expressed or implied, including but not limited to any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. Service further agrees that Billing Service shall not be liable to Service or any person claiming through or under Service for any expense of any kind whatsoever or for any lost profits or damages of any kind whatsoever caused and in no event shall Billing Service be liable for loss of business or other consequential damages even if Billing Service has been advised of the possibility of such damages. Billing Service has no liability to Service if data or records are destroyed by fire, theft, acts of God, or other cause. In the event of system malfunction, for whatever reasons, or inability to access computer, Billing Service shall not be liable for damage to or loss of any Service data that has been entered into the computer system. However, Billing Service will use its best efforts to minimize the possibility of such damage to or loss of Service data by use of regular computer backup procedures. **Back up procedures:** Billing Service will maintain electronic copies of all software, billing programs, and billing records offsite in a HIPAA-compliant manner. Billing Service will contract with third party storage companies to use state-of-the-art systems for data preservation and, if necessary, restoration of systems. Service agrees to hold Billing Service harmless




from any liability resulting from violations of State or Federal regulations relating to the extension of credit or handling of accounts receivable directed by policy of, or direction from, Service. Service agrees to aid in the defense of Billing Service in any such State or Federal proceeding. Billing Service certifies to Service that Billing Service will maintain a Compliance Plan in accordance with State and Federal Laws and will abide by the requirements therein.

**WARRANTY:** The warranty of Billing Service under this Agreement shall be limited to the re-running, at its own expense, of any inaccurate reports or claims, as errors become apparent and where inaccuracies were caused solely as a result of the performance of Billing Service.

**GENERAL:** The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Billing Service and Service. This Agreement will be governed by the laws of the State of Montana. Billing Service is entitled to reasonable attorney's fees for the enforcement of this Agreement at any stage of enforcement proceedings, including appeal. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any subsequent default or breach of the same or of a different kind. This Agreement constitutes the whole contract between the parties and may be changed only by an addendum signed by both parties. Should any provision of this Agreement be unenforceable or against public policy, the parties agree that the remaining portions of the Agreement will be binding upon both parties.

**Acceptance By:**


Pintler Billing Services

  
Authorized Signature

Leslie Graves, Owner \_\_\_\_\_  
Print Name and Title

10/17/18  
Date

City of Laurel

  
Authorized Signature

THOMAS C NELSON  
Print your Name and Title

10/11/2018  
Date

**NOTIFICATION OF BREACH OF UNSECURED  
PROTECTED HEALTH INFORMATION**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the "Agreement") is made by and among City of Laurel (operating Laurel Ambulance), (herein referred to as "Covered Entity") and Pintler Billing Services LLC (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties".

WHEREAS, Covered Entity wishes to commence a business relationship with Business Associate that shall be contracted in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services as either have been amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and

WHEREAS, the nature of the prospective contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and both Parties accept this agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act and appropriate state law.

**I. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.**

A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.

B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

**II. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.**

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

**NOTIFICATION OF BREACH OF UNSECURED  
PROTECTED HEALTH INFORMATION**

C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement. Business Associate's notification to Covered Entity hereunder shall:

1. Be made to Covered Entity no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;

2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

3. Be in substantially the same form as Exhibit A hereto.

D. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

E. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

F. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

G. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with HIPAA and HITECH regulations. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to HIPAA and HITECH regulations, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

H. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

I. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the US Secretary of Health & Human Services for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

J. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with HIPAA and HITECH regulations.

## **NOTIFICATION OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

K. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **III. TERM AND TERMINATION.**

A. Term. The Term of this Agreement shall be effective as of the date the Underlying Agreement is effective, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, 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. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, may terminate this Agreement pursuant to the terms in the Underlying Agreement;
2. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Upon termination of this agreement, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information, for so long as Business Associate maintains such Protected Health Information.

2. Should Business Associate make a disclosure of PHI in violation of this Agreement, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

**IV. CONSIDERATION.** Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**V. REMEDIES IN EVENT OF BREACH.** Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections I or II above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections I or II. Furthermore, in the event of breach of Sections I

**NOTIFICATION OF BREACH OF UNSECURED  
PROTECTED HEALTH INFORMATION**

or II by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

**VI. MODIFICATION.** This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

**VII. INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES.** Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

**VIII. COMPLIANCE WITH STATE LAW.** The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and state law conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

**IX. MISCELLANEOUS.**

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: City of Laurel

By: Pintler Billing Services, LLC

Name: 

Name: 

Title: Mayor 10/30/2018

Title: 10/17/18

**NOTIFICATION OF BREACH OF UNSECURED  
PROTECTED HEALTH INFORMATION**

**EXHIBIT A**

**FORM OF NOTIFICATION TO COVERED ENTITY OF**

**BREACH OF UNSECURED PHI**

This notification is made pursuant to Section II D (2) of the Business Associate Agreement between:

- \_\_\_\_\_, and
- \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies HHS there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: \_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_

Date of the discovery of the breach: \_\_\_\_\_

Number of individuals affected by the breach: \_\_\_\_\_

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_