



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Credit Bureau Systems, Inc. dba Ambulance Medical Billing**, a Kentucky corporation ("Contractor"), to be effective for all purposes May 23, 2018.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 18-14 (the "RFP") on September 27, 2017, requesting proposals for Ambulance Billing Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated October 20, 2017 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on May 22, 2018;

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: Contractor shall provide the following ambulance billing, collection, financial reporting and analytical services, as follows:

1. **Emergency Medical Services Billing by Contractor.**

- a. To provide Emergency Medical Services ("EMS") billing statements and pursue collection of such billing, Contractor shall electronically interface with the County's EMS electronic patient care reporting ("ePCR") currently provided by ESO Solutions. Such access by Contractor shall be only via secured internet or electronic means. Contractor shall be responsible for data transfer processes between ESO Solutions and Contractor's billing software. Contractors shall take all reasonably prudent and necessary steps to prevent, limit, or halt unauthorized access by Contractor's staff, agents, subcontractors, or assigns. All patient information transmitted, stored, or accessed by Contractor shall maintain sufficient safeguards to prevent the unauthorized access or release of County EMS treated patient and responsible party confidential, protected, or Health Insurance Portability and Accountability Act of 1996 and amendments thereto ("HIPAA") related information (hereafter "Confidential Information"). Contractor shall provide a report within thirty (30) days from the effective date of this Agreement providing the steps, measures, or programs installed or taken to protect Confidential Information.

- b. Contractor shall provide all supplies, equipment, personnel, computer hardware and software, billing forms, insurance forms, lien forms, envelopes, postage, and supplies necessary to provide the Contractor's services included in this Agreement and such costs are included in the total price/fee as provided in **Exhibit "A,"** attached hereto and made part of the Agreement for all purposes. The Parties agree that the County's selected service fees and costs are as provided in Exhibit "A," *Option 2: Comprehensive Billing and Collection Services* which is 6.35% of the net cash collected by Contractor.
- c. Contractor shall obtain from local receiving hospitals the hospital's data, via electronic submission and or transfer or by confidential facsimile. Such information may include such as hospital "facesheets." The exchanged information will ensure that Contractor has all required customer, patient, or responsible party billing and hospital service information to issue correct billing and invoices. Contractor will also:
 - (1) Collect the information and data necessary to develop and maintain the electronic data interfaces with the hospitals that are served by the County where so permitted or authorized by the hospital or receiving service facility. Where Contractor is unable to obtain the necessary information, Contractor shall contact the County Project Manager, or designee, to obtain the required or necessary information.
 - (2) If an AOB signature, mileage, or zip code is missing, Contractor will obtain the information and bill the claim accordingly. However, if clinical or procedural information is missing, Contractor will flag the account for County staff to review via a secure Client Web Portal.
 - (3) Contractor shall utilize, where necessary to collect missing data, *Passport Health™* and other commercially available services to locate such missing information.The process for the "Charge Entry Process Flow" shall occur in similar process as that presented by Contractor in their Response to the RFP, page 51.
- d. Patient Care Reports with complete and accurate information shall be electronically submitted, via secure portal, by Contractor to ZirMED, a third-party clearinghouse that allows for the electronic filing of claims, or other similar service(s), within twenty-four (24) to forty-eight (48) hours of data receipt from County. Contractor will submit insurance claims according to the rates established by County pursuant to the guidelines and procedures established between Contractor and County, and all applicable laws and regulations including those for Medicare, Medicaid, and any other applicable carriers, including both commercial and private insurances.
- e. Contractor shall generate, based on the above services, a billing invoice and deliver it to the patient or responsible party, and manage the servicing of the patient or responsible party account for all County EMS transported persons and patients. Invoices will be mailed by Contractor to the responsible party for the County services. All invoicing will be available pursuant to A.1.i. below. As provided by Contractor in its Response to the RFP, the first notice and invoice shall indicate no or missing information on the account is present and request that the responsible person for services contact Contractor by toll-free telephone, mail, or on line at www.ambbillpay.com. Second and third invoice to the responsible person may state that there has been no response from the patient and requests the information again. Each invoice that follows shall use more direct, yet respectful, language requesting the patient information. As long as patients are engaged and work to close out their account, the account will remain active. Contractor shall have the maximum amount of patients engaged with paying their balances and accounts being closed daily as reasonably and commercially appropriate. Contractor shall, at the direction of the County, customize the patient statement/invoice based on the County's needs.

Contractor is granted the license to use and place the County logo in the top left-hand corner of the statement.

- f. Contractor shall abide by and comply with all necessary and appropriate requirements of HIPAA laws, rules, or regulations, or similarly protected information use requirements, and shall execute any or all necessary Business Associate Agreement(s); an example of which is attached hereto as **Exhibit "B."** Such Business Associate Agreements are required prior to any exchange, use, or transmission of Confidential Information to outside third parties. Contractor shall not share, transmit, use, or publish any such Confidential Information with another person, entity, or party without first notifying the County and obtaining, where required by County or by law, a Business Associate Agreement from the third party prior to receipt of such information.
- g. Contractor shall provide billing support by telephone Monday through Friday from 7:30 a.m. to 4:30 p.m. Central Standard Time ("CST"). All billing and collection statements shall provide on the statement a toll-free number where customers can reach Contractor's customer service. Online customer account services shall be provided via www.ambbillpay.com or related or redirected link.
- h. Contractor shall provide to authorized and designated County employees, staff, or its agents, real time access twenty-four (24) hours per day seven (7) days per week through the AMB/ESO Portal of County patients. Such patient account access shall give authorized County staff the ability to add account notes and status of the patient account including payment filing dates, payments made, insurance payment data, and related account information.
- i. Contractor shall mail invoices to patients/parties responsible for co-pays and/or deductibles, private pay, and uninsured patients, or as directed by County. Postal expenses shall be included in the pricing as provided in **Exhibit "A,"** Option 2.

2. **Contractor Collection of Outstanding Accounts.**

- a. Contractor shall actively seek to collect account receivables on patient(s) or responsible party on all outstanding account balances. Contractor shall use the general process outlined in its Response to the RFP, pages 54 through 56. Contractor shall initially use forty-five (45) days as the standard benchmark for outstanding and or unpaid claims, but the County may alter this time as necessary or required upon written notification to Contractor. Contractor shall first review, prepare and submit all unpaid claims to insurance or other reimbursing entity. Following the receipt, payment, denial, or partial payment from such entities, the Contractor shall then determine the remaining amount, if any, to be billed to the patient or responsible party. Contractor shall follow all local, state and federal laws, rules, or regulations covering such billing and collection actions. For accounts determined by Contractor to be an uncollectable account(s), Contractor shall provide a report, as provided in Section A.3. below, detailing or providing the efforts taken to collect on the account and recommendations for further action(s).
- b. Contractor shall file any claim reviews and assist with the representation of the County in Medicare/Medicaid appeals up to and including cases before an Administrative Law Judge. Contractor will notify the County Attorney Office of any pending, proposed, or filed legal actions.
- c. Contractor shall post account receivable payments within twenty-four (24) business hours of receipt to the appropriate patient or responsible party account(s) and provide posted payments, revenue, and reconciliation reports to County pursuant to Section A.2. below.
- d. Contractor shall scan all received payments, by an insurance bonded employee, and send electronically to the County's designated bank(s).

- e. Contractor shall submit an annual report at the end of each County fiscal year. The annual report will include, but not be limited to, a full accounting of the year's activities, including an average number of billing days and the average number of payment days by category. This shall include but not be limited to:
 - (1) Private bills;
 - (2) Third party bills;
 - (3) Insurance bills on behalf of the patient;
 - (4) Medicare;
 - (5) Medicaid;
 - (6) Advanced Life Support ("ALS"), Basic Life Support ("BLS"), and non-billed;
 - (7) EMS forms processed, dry runs average bills, and total insurance runs per insurance type; and
 - (8) Collection data.

3. Contractor Financial Reporting and Analytical Services.

- a. Contractor shall provide to County monthly an itemized report of all invoices and claims billed, monies collected, and outstanding balances.
- b. Contractor shall provide County with additional reports detailing uncollectable accounts, proposed write-offs, and payment plan status monthly.
- c. Contractor shall provide any commercially reasonable requested or necessary report for County to determine Contractor's compliance with this Agreement and such request shall not be unreasonably withheld, however, County shall provide Contractor with commercially reasonable time to compile and provide such report. Report request and report details shall only be provided to the designated Program Manager, or designee, as provided herein.

4. Contractor Account Customer Service.

- a. Contractor shall provide a staff of customer service representatives who will provide the patient or the responsible party their account information Monday through Friday, during the customer service hours above, excluding holidays recognized by Contractor. Patients or responsible parties are also to be provided access via the Contractor's online web portal. In providing such patient or Confidential Information, Contractor shall use recognized industry measures to ensure no Confidential Information is provided to unauthorized parties or individuals.
- b. Contractor shall at minimum, during the Term of this Agreement, provide a toll-free telephone number for patients, insurers, or responsible parties to obtain account services.
- c. Contractor shall implement and maintain customer service training for all of its Patient Services Specialist normally recognized in the field of patient services. Contractor shall report and any all customer, patient, and or responsible party complaints to County monthly. Such reports shall provide a summary of action(s) taken to maintain commercially reasonable and recognized customer service satisfaction levels.
- d. Contractor shall also use direct telephone calls to the patient or responsible party in an effort to collect outstanding or delinquent accounts. Contractor shall comply with all local, state, or federal laws, rules, or regulations related to debt collection including but not limited to the *Fair Debt Collection Practices Act*, the *Red Flags Rule*, and *HIPAA*.
- e. Contractor shall implement their complaint process as provided in their Response to the RFP, as found on page 59, to attempt to resolve any patient or responsible party concern. For matters that are unable to be resolved, or which cannot be resolved by Contractor,

Contractor shall provide in its monthly report a summary of the issues and patient or responsible party account information.

- f. Contractor shall only employ Certified Ambulance Coder® (“CACs”) that are educated and trained by the National Academy of Ambulance Coding or the National Academy of Ambulance Compliance (“NAAC”) to work on, manage, bill, collect, or oversee any patient or responsible party account(s). Contractor guarantees that one hundred percent (100%) of the County's claims will be coded by only by CAC coders.
- g. Contractor shall assign to County one (1) account manager and one (1) primary office based contact for all questions, account services, and reporting needs, as required by County. County shall also designate limited staff that shall be responsible for contract oversight and account accessibility. Contractor and County both agree that it is their responsibility to ensure that all respective staff and persons with access to the patient information shall comply with the Business Associate Agreement.
- h. Contractor, each ninety (90)-days, shall provide to County a Collection Decide report, which County may elect to allow Contractor to process the listed accounts. The County shall specify in writing to Contractor whether it elects to: 1) place the past-due account with a third-party collection agency; or 2) adjust the account to bad debt or debt collections. Contractor shall only adjust an account at the written direction of the County or when contractually required or required by law.
- i. If an account is unpaid Contractor shall mail an invoice to the address on file at day thirty (30), sixty (60) and ninety (90). If a bill has not been paid within one hundred twenty (120) days, the patient and the County shall be notified of the delinquent amount. If a statement is returned to Contractor due to an incorrect address, with no forwarding address available, the patient and account is automatically added to the Collection Decide list.
- j. Contractor shall report which accounts have been determined to be uncollectible to County, the criteria for uncollectible accounts will be approved by County.

SECTION B. TERM: The term of this Agreement shall commence May 23, 2018 and shall continue through May 22, 2022, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00) annually** pursuant to Exhibit “A”, which amount shall not include applicable New Mexico gross receipts taxes (“NMGRT”). **Compensation shall be paid in accordance with OPTION TWO** of the rate schedule set out in **Exhibit “A,”** attached hereto and made a part hereof for all purposes. Rate will remain the same for the duration of this Agreement. Total compensation for the Term of this Agreement **shall not exceed FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000)** exclusive of NMGRT.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correct billing, collecting and remitting all NMGRV levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date

thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Errors and Omissions/Professional Liability Insurance:** whichever is applicable to the particular profession or service to be provided, with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each Claim, with a TWO MILLION (\$2,000,000.00) annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Contractor, the Board, and the County, for a five (5) year period from completion of this Agreement, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

EMS Division Chief
LAC Fire Department
Incorporated County of Los Alamos
999 Central Avenue, Suite 200
Los Alamos, New Mexico 87544

Contractor:

Bill Harrod, Executive Director
Ambulance Medical Billing
100 Fulton Court
Paducah, Kentucky 42001

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

CREDIT BUREAU SYSTEMS, INC. DBA AMBULANCE
MEDICAL BILLING, A KENTUCKY CORPORATION

BY: _____
BILL HARROD **DATE**
EXECUTIVE DIRECTOR

Exhibit "A"
Compensation Rate Schedule
AGR18-14

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
OPTION 2. - Billing and ESO ePCR	6.35%	6.35%	6.35%	6.35%	6.35%	6.35%	6.35%

Pricing is Based on Percent of Net Collected Fees

Comprehensive Billing and ESO ePCR

Comprehensive AMB Billing Services – All Inclusive Pricing

ESO Solutions ePCR software paid for by AMB

ESO Billing System – seven (7) year contract 6.35%

All-inclusive Pricing = The County will never see any additional charges for AMB's services

All of the features below are included in the pricing for services:

- ✓ All postage, mailing forms, insurance forms, envelopes and supplies
- ✓ All costs associated with maintaining a lockbox for the County
- ✓ All costs related to processing electronic submission of claims
- ✓ All costs for the preparation of and responding to requests for medical records
- ✓ UNLIMITED Onsite Training and Support
- ✓ UNLIMITED Dynamic, interactive dashboards accessible via smartphone/devices
- ✓ UNLIMITED Custom Reports designed by AMB Reporting and Analytics Specialists
- ✓ GUARANTEED Insurance Verification Services
- ✓ GUARANTEED 100% HIPAA Compliance
- ✓ GUARANTEED Coding Accuracy
- ✓ GUARANTEED Excellent Customer Service, including frequent on-site visits

Exhibit "B"

AGR18-14

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into on this 23rd day of May, 2018, by and between **Credit Bureau Systems, Inc. dba Ambulance Medical Billing**, a Kentucky Corporation ("Business Associate"), and the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("Covered Entity").

WHEREAS, by virtue of the services that Business Associate performs for the Covered Entity, Business Associate is a "business associate," as that term is defined at 45 CFR §160.103; and

WHEREAS, in connection with Business Associate's provision of services Covered Entity may disclose to Business Associate Protected Health Information as defined below, and

WHEREAS, pursuant to the final regulations promulgated to the Administrative Simplification Subtitle of the Health Insurance Portability and Accountability Act of 1996, Business Associate agrees to undertake certain responsibilities as required by those Regulations,

NOW, THEREFORE, it is agreed as follows:

1. **Definitions.** Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the "Privacy Rules," standards for Privacy of Health Information ("PHI"), 45 CFR Part 160 and 164, subparts A and E.
2. **Obligations and Activities of Business Associate Regarding PHI.**
 - (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
 - (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 - (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
 - (d) Business Associate agrees to report to Covered Entity, as soon as reasonably practicable, any use or disclosure of PHI not provided for by this Agreement.
 - (e) Business Associate agrees to ensure that any agent, including a sub-contractor, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity or, as directed by Covered Entity, to an Individual in order meet the requirements under 45 CFR §164.524.

- (g) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or to which it agrees pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (h) Business Associate agrees to make internal practices books, and records relating to the use and disclosure of PHI available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.
- (i) Business Associate agrees to document any disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (i) above of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (k) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform the functions, activities, or services for, or on behalf of, Covered Entity as previously agreed to by the parties ("the Service Agreement") provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI if such disclosure is 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 purposed for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and discloses.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 CFR §164.522.
- (d) Covered Entity and its representatives shall be entitled on ten (10) business days prior written notice to Business Associate, to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. Covered Entity shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. Covered Entity shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with such entity's normal operations.

5. Compliance with EDI Rule and other Aspects of Administration Simplification Regulations.

- (a) Business Associate agrees that, on behalf of Covered Entity, it will perform any transaction for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of Covered Entity.
- (b) Business Associate agrees that it will use its best efforts to comply with all applicable EDI standards no later than the date that the EDI Rule becomes effective with regard to Business Associate. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA, no later than the date such provisions become effective with regard to Business Associate.

6. Amendment.

The parties agree to take any action necessary to amend the Agreement from time to time as is necessary for them to comply with the requirements of the Administrative Simplification Subtitle HIPAA. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This agreement shall not be amended except by written instrument executed by Covered Entity and Business Associate.

7. Term and Termination.

- (a) *Term.* Except as set forth in Section 5, this Agreement shall be effective as of this 19th day of February 2018 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 of this section.
- (b) *Effect of Termination.*
- (i) Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (ii) If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
 - (iii) The respective rights and obligations of Business Associate under this paragraph (b) shall survive the termination of this Agreement.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity as a result of a breach of this Agreement or any violation of the Administrative Simplification Subtitle of HIPAA by Business Associate.

The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Incorporated County of Los Alamos
2500 Trinity Drive, Suite A
Los Alamos, New Mexico 87544

If to the Contractor or Business Associate:

Credit Bureau Systems, Inc. dba Ambulance Medical Billing

100 Fulton Court
Paducah, Kentucky 42001

10. Severability.

All parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agrees that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.

11. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

12. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

13. Regulatory References.

A reference in this Agreement to a section in the EDI Rule or the Privacy Rule means the referenced section or its successor, and for which compliance is required.

14. Governing Law.

This Agreement will be governed by and construed in accordance with federal laws and, to the extent applicable, the laws of the State of New Mexico.

15. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

16. Interpretation.

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Administrative Simplification Subtitle of HIPAA.

BUSINESS ASSOCIATE

**CREDIT BUREAU SYSTEMS, INC. DBA AMBULANCE
MEDICAL BILLING, A KENTUCKY CORPORATION**

BY: _____
DATE

COVERED ENTITY

INCORPORATED COUNTY OF LOS ALAMOS

BY: _____
HARRY BURGESS DATE
COUNTY MANAGER