



Burlington Fire Department



BUSINESS OFFICE

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Burlington, Vermont 05401-8378

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TO: BOARD OF FINANCE and CITY COUNCIL

FROM: Lise E. Veronneau, Business Manager *Lise*
BURLINGTON FIRE & POLICE DEPARTMENTS

DATE: June 28, 2013

RE: Ambulance Billing Services Agreement – FY 14

This is a communication from the **Burlington FIRE Department** to the Board of Finance and City Council to **inform** the City Administration that the Burlington Fire Department has entered into an agreement for ambulance billing services and will be putting this service out to bid in FY 14.

In order to provide continuity of billing services and avoid disruption in processing ambulance claims, a 6 (six) month agreement with the current ambulance billing service provider, namely Visiting Nurse Association of Chittenden and Grand Isle Counties, Inc. (VNA), has been secured with the approval of the Burlington Fire Commission on June 28, 2013.

Attached is a copy of the agreement that has been created in conjunction with the City Attorney's Office.

The funds for this contract are within the approved FY 14 Budget.

Expense Account

101-15-041-8000 (Billing Services)

\$ 27,142

Attached is the agreement for your perusal. The City of Burlington purchasing policy is being followed. Additional supporting documentation can be made available upon request.

CC: Seth Lasker, Fire Chief
Bob Rusten, City of Burlington CAO
Eugene Bergman, City Attorney

AMBULANCE BILLING AGREEMENT

This Agreement is made and entered into by and between the City of Burlington, Vermont (City), a municipal corporation organized under the laws of the state of Vermont, and the Visiting Nurse Association of Chittenden and Grand Isle Counties, Inc. (VNA), a health care/public benefit corporation organized under the laws of Vermont, with principal offices at 1110 Prim Road, Colchester, Vermont 05446.

WHEREAS, the City desires to contract for billing and collection services for the City's ambulance services and is preparing its public bid process for such a contract in accordance with its purchasing policies; and

WHEREAS, there is a need to maintain and provide for these services during the period between the expiration of the current billing and collection contract and the culmination of the public bidding process; and

WHEREAS, the VNA has provided these services to the City under an agreement for a number of years and continues to have the ability to provide such services for the City during this interim period on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants agreed to, the Parties agree as follows:

WITNESSETH

1. **VNA responsibilities.** The VNA shall provide the City, through the Burlington Fire Department the following services:
 - Mail clients patient insurance information request forms or otherwise obtain necessary billing information.
 - Bill all clients receiving services.
 - Follow-up with the Fire Department with any questions to verify information to facilitate coding for billing of services.
 - Receive and process all paperwork and respond to all telephone calls for the Burlington Fire Department in relation to ambulance billing and collection.
 - Record all cash receipts and send deposits weekly by Priority Express to City Hall. (Subject to change with written approval of City)
 - Provide and pay for all computer-related hardware and software support and upgrade expenses related to maintaining automated record keeping and claims processing of ambulance client records.
 - Provide collection services within the constraints of the City collection policies.
 - Provide ambulance billing reports to the City each quarter. Such reports shall include, but are not necessarily to be limited to:
 - Ambulance Services Cash Receipts by month, by funding source;
 - Revenue by month, by funding source;
 - Monthly cash deposits report indicating deposits for the month and related month of service;
 - Billing and revenue by type of service;
 - Additional reports are to be made available upon request.

- Work with any collection agency identified by the City of Burlington.
 - Utilize the State of Vermont SIREN system to get billing data.
2. **VNA staffing.** The VNA shall dedicate the staffing needed to provide the required ambulance billing and collection services. All personnel working on Ambulance Billing services shall pass fingerprint supported criminal background check. VNA shall stay current with system upgrades needed to provide optimal billing performance. VNA shall train and supervise the ambulance billing staff and provide staff as needed for any aspect of the ambulance billing and reporting of collections. VNA staff shall adhere to all regulations and standards regarding privacy of medical record information, including but not limited to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
3. **City responsibilities.** The City shall be responsible to:
- Make weekly delivery of incident related information/reports from the Burlington Fire Department by Priority Express to the VNA, signed for by the VNA.
 - Establish billing and collection policies.
 - Pay to VNA \$27,142.00 to provide these services.
4. **Compliance with laws.** The VNA shall comply with all applicable City ordinances and state or federal laws, including but not limited to HIPAA and City's Livable Wage ordinance. The VNA shall file executed certificates of compliance with the Livable Wage ordinance as part of the execution of this agreement (Attachment A). The VNA shall also execute and file the City's Business Associate Agreement as part of its compliance with HIPAA (Attachment B).
5. **Insurance.** The VNA shall have for the duration of this contract the following insurance coverage and will provide the City of Burlington as evidence of the required coverage a Certificate of Insurance.

A. General Liability Insurance Coverage:

General Aggregate:	2,000,000
Products/Completed Operations Aggregate:	2,000,000
Personal and Advertising Injury Each Loss:	1,000,000
Each Event Limit:	1,000,000
Medical Payments:	10,000
Endorsements:	City of Burlington is to be named as an "additional insured"

B. Non-owned and hired Auto Liability: 1,000,000 CSL

C. Workers' Compensation Coverage: Statutory
Employers Liability Limits: 500,000/500,000/500,000

D. Crime Coverage:

- a. Employee Dishonesty Coverage Limit: 100,000
- b. Electronic Funds Transfer Coverage Limit: 100,000
- c. Computer Fraud Coverage Limit: 100,000

*** All required crime coverage is to have deductibles no greater than \$2500.

****All required crime coverage crime is to include coverage for monies or other property in the VNA's care, custody and control.

E. Cyber Liability/ Network Security Coverage:

Each event coverage limit: 1,000,000

Notification expense coverage: 100,000

Regulatory Fines Coverage: 100,000

F. E&O Liability coverage:

Each event Limit: 1,000,000

Annual Aggregate Limit: 3,000,000

The VNA shall provide the City of Burlington with such Certificates of Insurance, as required, prior to the commencement of the Agreement. All Certificates shall contain a provision stating that the coverage's afforded under said policies will not be cancelled, materially changed or not renewed without thirty (30) days written prior notification.

6. **Term.** This Agreement shall commence on July 1, 2013 and shall continue until January 8, 2013.
7. **Public records.** The VNA understands that any and all records related to City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The VNA agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, accounting records, and other evidence related to City, at any time during this Agreement.
8. This agreement shall be governed by Vermont law, and the VNA expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.
9. **Entire Agreement and Amendments.** The parties acknowledge that this Agreement is the entire agreement between the parties and that there are no representations, inducements, arrangements, promises, or agreements outstanding between them, either oral or in writing, other than those. No provision of this Agreement shall be changed or modified except by a written instrument executed by both parties hereto.

10. **Waiver.** No waiver by City of any breach of this Agreement by the VNA shall constitute a waiver of any subsequent breach by the VNA, and no delay in enforcement of any breach shall be deemed a waiver of that breach.
11. **Severability.** If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, that provision shall be severed, and all other provisions of this Agreement shall remain in full force and effect.
12. **No Assignment.** VNA may not assign its rights or obligations under this Agreement without the express written consent of City.
13. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

IN WITNESS WHEREOF in Burlington, Vermont this 28 day of June, 2013.

VISITING NURSE ASSOC. OF CHITTENDEN
AND GRAND ISLE COUNTIES (VNA)

CITY OF BURLINGTON

Duly Authorized



Duly Authorized
Seth Lasker, FIRE CHIEF
BURLINGTON FIRE DEPARTMENT
City of Burlington, VT 05401

Attachment A

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Livable Wage Ordinance; (2) as a condition of entering into this contract or grant, Contractor confirms that all covered employees, as defined by Burlington's Livable Wage Ordinance, shall be paid a livable wage for the term of the contract as determined and adjusted annually by the City of Burlington's Chief Administrative Officer, (3) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace or other location where covered employees work, and (4) payroll records or other documentation, as deemed necessary by the Chief Administrative Officer, shall be provided within ten (10) business days from receipt of the City's request.

Dated at _____, Vermont this ___ day of _____, 20__.

By: _____

Duly Authorized Agent

Subscribed and sworn to before me: _____

Notary

Attachment B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the City of Burlington, acting by and through its Fire Department, Ambulance Division ("Covered Entity") and _____ ("Business Associate"), as of September 1, 2003 ("Effective Date").

Preliminary Statement. Covered Entity and Business Associate have entered into one or more agreements (each, a "Services Agreement") pursuant to which Business Associate provides to Covered Entity certain services ("Services"), which may include, among other things, _____, and which may require the use and/or disclosure of patient information. For the avoidance of any doubt, "Services" includes all work performed by the Business Associate for or on behalf of Covered Entity. This Agreement supplements and is made a part of each Services Agreement.

The parties enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule").

Agreement. In consideration of the foregoing, and in consideration of the desire of Covered Entity to continue receiving Services, and of Business Associate to continue providing Services, the parties agree as follows:

1. Definitions. All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164. The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g). All references to PHI mean Protected Health Information. All references to Electronic PHI mean Electronic Protected Health Information.

2. Permitted and Required Uses/Disclosures of PHI.

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform the Services, provided that any use or disclosure would not violate the minimum necessary policies and procedures of Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to provide Services (provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions). Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors), in accordance with Sections 6 and 14; or (b) as otherwise permitted by Section 3.

3. Business Activities. Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity, if necessary, for its proper management and administration or to carry out its legal responsibilities. In addition, Business Associate may disclose PHI received in its capacity as "Business Associate" to Covered Entity, for its proper management and administration or to carry out its legal responsibilities, if a disclosure is Required by Law, or: (a) Business Associate obtains reasonable written assurances (via a written contract) from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (b) the person promptly notifies Business Associate (who in turn will promptly notify Covered Entity) in writing of any instances of which it is aware in which the confidentiality of the PHI has been breached. All uses and disclosures of PHI for the purposes identified above must be of the minimum amount of PHI necessary to accomplish such purposes.

4. Safeguards. Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI, other than as provided for by this Agreement. Business Associate shall identify in writing, upon request from Covered Entity, all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. Reporting. Business Associate shall report in writing to Covered Entity any use or disclosure of PHI in violation of this Agreement by Business Associate or its agents (including subcontractors). Business Associate shall provide such written report promptly after it becomes aware of any such use or disclosure. Business

Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such use or disclosure. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

6. Agreements by Third Parties. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity, agrees in a written contract to the same restrictions and conditions that apply through this Agreement to Business Associate, with respect to such PHI. By way of example, the written contract must include those restrictions and conditions set forth in Section 12. Business Associate must enter into the written contract before any use or disclosure of PHI by such agent, and such written contract must identify Covered Entity as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written contract to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

7. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

8. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

9. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all 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. Business Associate shall provide such information to Covered Entity, or as directed by Covered Entity, to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

10. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges), upon request, in the time and manner reasonably designated by Covered Entity, so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

11. Termination.

11.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity, or until all of the PHI 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, subject to Section 15.12.

11.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach, and Covered Entity may terminate each Services Agreement, without liability or penalty, if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate each Services Agreement, without liability or penalty, if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach,

does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Agreement or any Services Agreement, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

12. Return/Destruction of PHI.

12.1 Business Associate shall, in connection with the expiration or termination of a Services Agreement, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and pertaining to that Services Agreement, that Business Associate still maintains in any form or medium (including electronic), within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of such PHI. Business Associate shall certify for Covered Entity, in writing, when all PHI has been returned or destroyed, and that Business Associate does not continue to maintain any PHI, with such certification to be provided during such thirty (30) day period.

12.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction 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.

13. Notice/Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI; and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in information security awareness training regarding the use, confidentiality, and security of PHI.

14. Security Rule Obligations. The following provisions of this Section 14 apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

14.1 Business Associate shall implement and use 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. Business Associate shall identify in writing, upon request from Covered Entity, all of the safeguards that it uses to protect such Electronic PHI.

14.2 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees in a written contract to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into the written contract before any use or disclosure of Electronic PHI by such agent, and such written contract must identify Covered Entity as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written contract to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

14.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide such written report promptly after it becomes aware of any such Security Incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

14.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

15. Miscellaneous.

15.1 Notwithstanding anything to the contrary in any Services Agreement, in no event shall any provision limiting Business Associate's liability to Covered Entity, including, but not limited to, provisions creating a cap on damages, excluding certain types of damages, limiting available remedies, or shortening a statute of limitations, present in any Services Agreement, apply with respect to any breach by Business Associate of any term of this Agreement.

by a writing signed by an authorized representative of each party.

15.2 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Services Agreement, the terms of this Agreement shall govern, with respect to its subject matter. Otherwise, the terms of each Services Agreement continue in effect.

15.9 Nothing express or implied in this Agreement is intended to confer, upon any person other than the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

15.10 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity.

15.3 Any reference to "promptly" in this Agreement shall mean no more than seven (7) business days after the circumstance or event at issue has transpired. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended or renumbered.

15.11 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity, or creates or receives on behalf of Covered Entity, even if some of that information relates to specific Services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

15.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of any provision of this Agreement.

15.12 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI, as provided in Section 12.2; and (b) the obligation of Business Associate to provide an accounting of disclosures, as set forth in Section 9, survives the expiration or termination of this Agreement, with respect to accounting requests (if any) made after such expiration or termination.

15.5 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

15.6 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

15.13 This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written agreements between the parties in such respect.

15.7 In addition to applicable state law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.

15.8 This Agreement may be amended or modified, and any right under this Agreement may be waived, only

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each party.

CITY OF BURLINGTON

By: _____

Name: _____

Title: _____

VNA

By: _____

Name: _____

Title: _____