



Burlington Fire Department

BUSINESS OFFICE

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Burlington, Vermont 05401-8378

(802) 864-4552 • (802) 658-2700 (TTY)

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TO: Members of the Burlington Board of Finance

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

DATE: March 18, 2014

RE: FY 15 Contract for Ambulance Billing Services
– **Results of RFP Process**

In December 2013, we extended the agreement for FY 14 to continue services with VNA till 6/30/2014 anticipating that the billing service would be put out to bid.

In accordance with City Purchasing Policy, Request for Proposal requirements of the City's August 21, 2000 Purchasing Policy, the Burlington Fire Department put out an RFP on February 20, 2014 and collected the bids for ambulance billing services. Attached is the RFP. Six vendors responded and the two listed below offered the fixed price format as requested.

Black Hills Medical Billing, Rapid City, South Dakota \$60,000

VNA – Visiting Nurse Association of Chittenden and Grand Isle Counties **\$60,000**
Colchester, Vermont

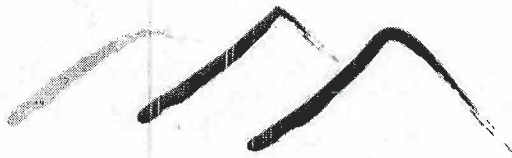
VNA is currently providing and has provided ambulance billing services since 1987; and the Burlington Fire Department is and has been satisfied with those services; and further the lump sum bid price is consistent with the market value.

Therefore, **we respectfully request the Board of Finance accept the bid from VNA in the amount of \$60,000 to be effective July 1, 2014 – June 30, 2015** with the possibility of an additional year as provided for in the RFP response.

Upon the Board of Finance approval, a contract with the Visiting Nurse Association of Chittenden and Grand Isle Counties, Inc. (VNA), a health care benefit corporation organized under the laws of Vermont, with principal offices at 1110 Prim Road, Colchester, Vermont 05446 will be executed.

The FIRE Department budget line item Billing Services, account 101-15-041-8000, for FY 15 has been requested at this funding level specifically to provide ambulance billing services from July 1, 2014 through June 30, 2015.

CC: Rich Goodwin, COB Asst CAO of Finance



Black Hills Medical Billing

Mark Rowland, Owner
PO Box 9577
Rapid City, SD 57709
P: 605.342.8028
F: 605.388.8861

March 12, 2014

I, Andrea Allen, Business Manager of Black Hills Medical Billing, certify under the penalties of perjury that:

I duly represent the proposing entity and have full authority to negotiate for and contractually bind the proposing entity and execute any and all documents for and on behalf of the entity relative to its operation. All information provided in the proposal is true and accurate and that this offer is valid for at least sixty (60) calendar days from the deadline for the submission of proposals.

I further certify under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Pursuant to MGL C 62C, SS49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the proposing entity is in compliance with all laws of the Commonwealth relating to taxes.

Andrea Allen
Agent of Bidder

Business Manager

February 14, 2014

PO Box 9577, Rapid City, SD 57709

605.342.8028

EXECUTIVE SUMMARY

Black Hills Medical Billing, LLC (FIRM) is a medical billing and coding specialist that provides customized billing, coding, follow-up, and collections for medical professionals. Our mission is simple – ***To ensure that medical providers are reimbursed in a timely manner for their services.*** For more than 20 years, FIRM has provided medical billing and coding services to medical, mental health, and ambulance providers. With certified coders and billers on staff, Firm can fulfill the billing needs of the City of Burlington, VT.

The level of effort necessary to successfully provide the defined services in the RFP are a priority to us. **A project manager will be assigned to the City of Burlington account.** If necessary, **additional personnel will be hired to accommodate the volume of claims.**

The FIRM proposes to provide complete ambulance billing services and account receivable management services for BLS, ALS, and non-transport services in compliance with current local, state, and federal laws and statutes. We effectively file and collect on claims with commercial health insurance providers, Medicare, and Medicaid programs. Complete details of billing, collections, and reporting are outlines in Exhibit A – Scope of Work.

The FIRM is prepared to **accept a flat fee of \$60,000 per year to complete services.** The fee includes **sending patient statements, revenue collections of past due accounts, and reports** customized to meet the needs of the City of Burlington.

EXHIBIT A – SCOPE OF WORK**I. General Performance Requirements**

- A. Black Hills Medical Billing, LLC (Firm) will provide the City of Burlington with billing and collections services for emergency medical transport services as specified herein.
- B. The Firm will provide all supplies, equipment, personnel, computer hardware and software, billing forms, insurance forms, lien forms, envelopes, postage, and supplies necessary to function on a day-to-day basis in the administration of the client's accounts receivable.
- C. The Firm will submit insurance claims within two working days of receipt of billing information.
- D. In accordance with coding provided by the City of Burlington, the Firm will create fully itemized statements showing all procedures and supplies.
- E. The Firm will provide a toll-free telephone number at no additional cost to the City of Burlington.
- F. The Firm will handle third-party submissions and inquiries regarding insurance claims.
- G. The Firm will show claim submission date, follow-up payments to be made on account, sources of payment, and automatic audit trail for all collectibles.
- H. The Firm will electronically convey all Medicare, Medicaid, and private insurance claims to the appropriate payor. All secondary insurance, coinsurance, and co-payments for Medicare/Medicaid shall be transferred to the appropriate pay source and promptly billed to that source.
- I. The Firm will bill private insurance, supplemental insurance, secondary insurance, and workers compensation carriers in accordance with applicable requirements. Any correspondence necessary to secure insurance payment will be performed by the Firm.
- J. The Firm shall provide all billing functions, including all mailings, with no additional cost for postage, data mailers, or telephone collection that is performed. Additionally, the Firm will monitor bills through adjudication with Medicare, Medicaid, and private insurance.

- K. The Firm will provide a typical billing schedule by account type. The Firm will provide a summary of collection methods and the specific time frames used for these methods:
- | | |
|----------------------------------|-------------|
| a. Patient invoice/statement | Immediately |
| b. Past due invoice/statement | 30 days |
| c. Final demand statement/letter | 45 days |
- L. The Firm will assist patients/clients in seeking insurance through referrals to www.healthcare.gov.
- M. If a patient/client expresses financial hardship, the Firm will arrange a payment plan.
- N. The Firm will maintain records that are in accordance with generally accepted bookkeeping and accounting principles.
- O. The Firm agrees that all account files are the property of the City of Burlington. The Firm also agrees to relinquish all active account files to the City of Burlington at termination of the contract. Furthermore, all inactive and/or paid account files shall be provided to City of Burlington on a regular basis in a mutually agreeable format.
- P. Account file information will be updatable to maintain current records. Information that may require updating will include, but not be limited to: patient name, address, city, state, age, phone, gender, insurance, alternative sources of payment, diagnosis, and collection follow-up notes. The Firm has the ability to retain a record of charges to the patient account.
- Q. The Firm agrees to abide by the provisions of all laws of the State of Vermont, and to abide by any applicable ordinances of the City of Burlington. The Firm will be responsible for program updates if the requirements of Medicare and Medicaid fiscal intermediaries change during the contract period.
- R. The Firm shall provide to the City of Burlington a monthly reporting of all monies collected by the Firm and of all fees charged to the City of Burlington:
- Monthly ticket survey
 - Monthly sales journal
 - Monthly cash receipts journal
 - Monthly receivables aging
 - Management AR analysis
 - Statistical reports customized to the City of Burlington's needs
- S. The Firm will submit an annual report at the end of each City of Burlington fiscal year. The annual report will include, but not be limited to a full accounting of the year's

activities, including average number of billing days and average number of payment days by category. This shall include but not be limited to:

- a. Private bills
 - b. Third party bills
 - c. Insurance bills on behalf of the patient
 - d. Medicare
 - e. Medicaid
 - f. ASL, BLS, and assessment totals
 - g. EMS forms processed, dry runs average bills, and total insurance runs per insurance type
 - h. Collection data
- T. The Firm will remit to the City of Burlington all revenues collected in conjunction with this program.
- U. The Firm will prepare and execute patient refunds and provide appropriate record keeping and reporting to the City of Burlington.
- V. The Firm will interface with and utilize ePCR with the City of Burlington.

II. City of Burlington Responsibilities

- A. The City of Burlington will submit necessary transport information, including pay source information and patient condition, to the Firm for billing purposes
- B. The City of Burlington will forward to the Firm all necessary information relating to patient transport services, payments and patient eligibility
- C. The City of Burlington will notify the Firm of any accounts that require special attention
- D. The City of Burlington will obtain signature of patient or guardian
- E. The City of Burlington will provide patient's Social Security Number

III. Source Documents

The Firm shall retain all source documents including attachments for seven (7) years. When service agreement is terminated, all source documents are returned to the City of Burlington.

IV. Performance Monitoring

- A. The Firm agrees to exercise with diligent intent those suggestions or requests made for modification by either the City of Burlington or other agent or consultant as the City may deem so qualified to make such suggestion or modification.

V. Accounts Receivable

To create an audit trail for accounts receivable and secure the funds that are received as a result of services provided by the City of Burlington, the following will be the primary method of tracking and receiving cash receipts.

- A. Any and all funds, no matter what the source, will be received and processed by the Firm. This includes delinquent account collections and returned bank items. Information and accounting of such payments shall be transmitted to the City of Burlington on no less than a monthly basis.
- B. The Firm has the ability to have payment information posted to the patient account, noting the source of payment at the time of posting, thus becoming part of the permanent file.
- C. The Firm agrees to maintain a separate set of accounts receivable records which will be available for review at the discretion of the City of Burlington.

V. Special Account Handling

- A. The Firm will track and generate accounts that require special handling and follow-up.
- B. The Firm agrees to cooperate with the City of Burlington in its wishes as to how certain accounts are to be handled. These special accounts may include the elderly in specific age classifications, handicapped, and people in certain social dependent situations.
- C. The Firm shall not refer any account to a collection agency without the City of Burlington's review and approval. All referrals shall be in the City of Burlington's name and provide the phone number of the Firm.
- D. The Firm will allow installment billing as approved by the City of Burlington in cases of financial hardship.

VI. Delinquent Account Collection; Outside Third-Party Service

During the course of the program, there will be required services of a collection agency. The Firm agrees to work with the City of Burlington's collection agency. If City of Burlington does not already have a collection agency, the Firm will recommend one. The Firm will not have any direct or indirect financial or other interest in the collection agency.

- A. Release of Patient Records and/or Related Documents. The Firm agrees to act as Custodian of Records on behalf of the City of Burlington for patient records and related documents. Only upon receipt of the properly executed permission forms for release of confidential information by the patient or patient's legal representative, will the Firm provide any information to any inquiring agencies, associations or entities who demonstrate need for such information.
- a. The Firm agrees that any and all documents relating to the patient shall be released to inquiring agencies, associations or entities having demonstrated need for such information. The Firm will keep the City of Burlington informed as to the individual to contact for release of information. Confidential and classified information is to be released through the City of Burlington to maintain confidentiality.
 - b. The Firm agrees to retain all source documents including attachments for seven years. All Medicare and Medicaid audits for periods during which a contract with the City of Burlington is in effect shall be referred to the Firm.
 - c. The Firm agrees to abide by all City of Burlington established policies, standards, and security procedures relating to the release of information concerning injured or treated parties.
 - d. The Firm, as custodian of records, shall be entitled to direct payment for costs associated with research, copying, and mailing of information to requests within this capacity.

EXHIBIT B – Project Time Schedule

The Firm agrees to be contracted with the City of Burlington for a minimum of one year. The Agreement will be renewed each year after until which time may be terminated by either party by giving written notice of such termination at least 60 days prior to the date of termination.

EXHIBIT C – SCHEDULE OF BILLING RATES

- | | |
|--|-------------------|
| A. Flat Rate | \$60,000 per year |
| B. Monthly reports (as determined by the City of Burlington) | Included |
| C. Supplies, equipment, personnel, computer hardware and software, billing forms, insurance forms, lien forms, envelopes, postage, and supplies necessary to function on a day-to-day basis in the administration of the City of Burlington's accounts receivable. | Included |

EXHIBIT D – LIABILITY INSURANCE

Without limiting Black Hills Medical Billing, LLC's indemnification of the City of Burlington, and prior to commencement of Work, FIRM shall obtain, provide and maintain at its own expense during the term of the Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City of Burlington.

Proof of Insurance. FIRM shall provide certificates of insurance to the City of Burlington as evidence of the insurance coverage required in the Agreement, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by the City of Burlington's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City of Burlington at all times during the term of Agreement. The City of Burlington reserves the right to require complete, certified copies of all required insurance policies at any time

FIRM shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractors' bid.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Vermont, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City of Burlington's Risk Manager.

Coverage Requirements

Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1M for Contractor's employees in accordance with the laws of the State of Vermont Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Vermont for all of the Contractor's employees.

Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City of Burlington at least 30 calendar days prior to such change.

FIRM shall submit to the City of Burlington, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City of Burlington, its officers, agents, employees, and volunteers.

General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than \$1M per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Other Insurance Provisions or Requirements

The policies are to contain, or be endorsed to contain, the following provision.

- **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Burlington, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City of Burlington, and shall require similar written express waivers and insurance clauses from any subcontractors.
- **Enforcement of Contract Provision.** Contractor acknowledges and agrees that any actual or alleged failure on the part of the City of Burlington to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City of Burlington nor does it waive any rights hereunder.
- **Requirements not Limiting.** Requirement of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- **Notice of Cancellation.** FIRM agree to oblige its insurance agent or broker and insurers to provide to the City of Burlington with 30 days notice of cancellation (except for nonpayment for which 10 days notice is required) or nonrenewal of coverage for each required coverage.

Timely Notice of Claims. Contractor shall give the City of Burlington prompt and timely notice of claims made or suits instituted that arise out of or result from Contractors' performance under this Agreement.

Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

EXHIBIT E – COMPANY INFORMATION AND STAFF

Company information

Black Hills Medical Billing, LLC

Address:

PO Box 9577, Rapid City, SD 57709

Phone: 605.342.8028

Fax: 605.688.8861

Email:

andrea@blackhillsmedicalbilling.com

URL:

www.blackhillsmedicalbilling.com

Time in business:

20+ years

Future plans:

To expand beyond the Black Hills area.

Mission: To ensure that medical providers are reimbursed in a timely manner for their services.

Company personnel:

President, manager, billers, coders

Mark L Rowland

14240 West Nike Loop, Rapid City, SD 57701
605-431-3582 ~ mark@blackhillsmedicalbilling.com

2013 President, Black Hills Medical Billing, LLC

- Coding and billing for ambulance services, medical and mental health care professionals.

2012 - 2013 Registered Nurse, Aureus Medical Staffing – Omaha, NE

- Triage of patients; assist physicians and mid-level providers
- Admit patients to intermediate/step-down unit; perform assessments and implement nursing care plans

2011 – Present Registered Nurse, Bennett County Hospital – Martin, SD

- Triage of patients; assist physicians and mid-level providers with minor procedures in Emergency Room.
- Admit patients to swing bed and acute care, perform assessments and implement nursing care plans.

2000 – 2011 Registered Nurse/Charge Nurse, Rapid City Regional Hospital – Rapid City, SD

- Scheduled outpatient and inpatient procedures.
- Trained new staff; medical coding; obtained insurance pre-authorizations

1998 – 2000 Registered Nurse, PSI Healthcare, Inc. – Rapid City, SD

- Head clinical technician for home respiratory and DME company.
- Set up new home oxygen patients; performed respiratory assessments on new and existing patients.
- Ordered supplies, performed minor equipment repair.

1992 – 1998 Registered Nurse, Rapid City Regional Hospital – Rapid City, SD

- Staff nurse on Medical Intensive Care Unit.
- Admitted patients to unit, performed assessments and implemented nursing care plans.

1992 Registered Nurse, Stewart's Care Center – Roosevelt, UT

- Charge nurse in skilled, long-term care facility; supervised nurse's aides, LPNs and RNs

1989 – 1992 Registered Nurse/LPN, Uintah Basin Medical Center – Roosevelt, UT

- Staff nurse for several departments: medical/surgical, newborn nursery, emergency department, and Intensive Care.

1990 – 1992 Licensed Practical Nurse, US Army Reserve 328th General Hospital – Ft. Douglas, UT

- Shift supervisor in emergency room.
- Assigned to 5th General Hospital, Bad Cannstadt, Germany during Operation Desert Storm.

EDUCATION

- Weber State University Outreach – Roosevelt, UT – Degree: ADRN in Nursing
- Utah State University Outreach – Roosevelt, UT – General coursework for nursing degree
- Uintah Basin Applied Technical Center – Uintah Basin, UT – Degree: Licensed Practical Nurse

LICENSES

- South Dakota – R025850 – expires May 2014
- Nevada – RN74311 – expires May 2014
- AHA BLS – expires February 2014
- TNCC – expires April 2016
- ACLS – expires October 2014
- PALS – expires October 2014

SOFTWARE

- Meditech Client Scheduling, Microsoft Word, and Outlook
- Medisoft Network Professional

Andrea D. Allen
14240 West Nike Loop, Rapid City, SD 57701
602.750.4798 ~ andrea@blackhillsmedicalbilling.com

EMPLOYMENT HISTORY

2013 Manager, Black Hills Medical Billing, LLC

- Coding and billing for ambulance, medical and mental health professionals.

2010 – 2013 Grants Manager, National Relief Charities – Rapid City, SD

- Grant writing, project management, budget planning.

2008 – 2013 Owner/President, The Grant Mother – Phoenix, AZ

- Fund development and nonprofit management consulting, and grant writing (corporate, foundation, and government entities) to 501(c)(3) organizations.

2005 – 2010 Grants Manager, Heard Museum – Phoenix, AZ

- Prepared and managed all grants, proposals, and reports to government, foundation, and corporate entities.
- Researched and reviewed new sources of revenue.
- Managed donor stewardship, tracked proposals, and revenue on database (Raiser's Edge).

2004 – 2005 Administrative Assistant, Valle del Sol – Phoenix, AZ

- Research and Development Administrative Assistant – administrative support to fundraising department.

2003 – 2004 Administrative Assistant, United Cerebral Palsy – Phoenix, AZ

- Administrative Assistant – medical records maintenance and transcription services.

1999 – 2003 Bookkeeper/Administrative Assistant, St. Peter's Interparish School – Washington, DC

- Teacher/Bookkeeper/ Administrative Assistant – services to a PK – 8th grade school of 250 students.

1998 – 1999 Interpreter for the Deaf, Easter Seals of Central California - Monterey, CA

- Interpreter for the Deaf – services to Deaf children in a classroom setting.

1997 – 1998 Assistant Director of Deaf and Hard of Hearing Ministry, Archdiocese of San Antonio

- Assistant Director of Deaf and Hard of Hearing Ministry – management of Deaf and Hard of Hearing ministry.

1983 – 1990 Cryptologic Linguist, United States Air Force – Berlin, Germany

- Russian Cryptologic Linguist – translated, transliterated, and interpreted Russian as required by the mission.

EDUCATION

- DeVry University – Phoenix, AZ (online) – Technical Communication
BS in Technical Communication - 2011
- Arizona State University – Gilbert, AZ
Course work in Multimedia Writing and Technical Communication
- San Antonio Community College – San Antonio, TX
Associate of Applied Science in Interpreting for the Deaf – 1997

EXHIBIT F – CONSULTANTS AND/OR SUBCONTRACTORS

Consultants and/or Subcontractors

Black Hills Medical Billing, LLC (FIRM) desires to enter a contract with the City of Burlington. FIRM will be solely responsible for all work, products, and services and intends not to outsource billing responsibilities. All work will be done in-house in Rapid City, SD.

Black Hills Medical Billing, LLC is a US-based, veteran-owned business.

EXHIBIT G – QUALIFICATIONS

Black Hills Medical Billing, LLC has the qualifications and specific billing and collection skills of management and support staff to perform coding and billing services for the City of Burlington. Personnel have the background in the field of ambulance billing, insurance processing, Medicare and Medical experience as well as other information regarding staff qualifications to accommodate the coding and billing needs of the City of Burlington.

Project Manager

Black Hills Medical Billing, LLC (FIRM) will designate Andrea Allen as Project Manager, who shall coordinate phases of the Project. The Project Manager will be available to the City of Burlington at all reasonable times during the Agreement term. FIRM shall not remove or reassign the Project Manager or any personnel listed in Exhibit B or assign any new or replacement personnel to the Project without the prior written consent of the City of Burlington.

Confidentiality

Black Hills Medical Billing, LLC takes measures to ensure we appropriately protect the confidentiality, integrity, and availability of protected healthcare information electronic or otherwise that is received, maintained or transmitted.

Records are backed up daily, are password protected, and backed up again as part of our risk management plan.

A Business Associate Agreement will be drafted before services are performed that will outline and confirm HIPAA standards and requirements are maintained.

State Law To Do Business

If awarded a contract with the City of Burlington, Black Hills Medical Billing, LLC will apply for authorization from the Secretary of State of Vermont to do business in Vermont.

Black Hills Medical Billing, LLC is currently registered to do business in South Dakota.

We currently provide similar services to three South Dakota county ambulance/emergency services.

1. Jones County EMS – Tammy Van Dam
PO Box 305
Murdo, SD 57559
P: 605.669.3125
jocoamb@goldenwest.net

2. Mellette County EMS – Karen O'Brien
PO Box C
White River, SD 57579
P: 605.259.3099
mellem@gwtc.net

3. Midland Area EMS – Linda Sinclair
PO Box 25
Midland, SD 57552
P: 605.843.2863
rateru@gwtc.net

Financial Hardship Policy**Policy Effective Date: June 2013****Purpose:**

The Policy is intended to establish criteria to determine the appropriateness of waiving or lowering co-pays, co-insurance and/or deductible amounts and to assure that any such waivers or reduced payments that may occur are authorized by this Policy.

Policy:

Black Hills Medical Billing will not waive or discount out-of-pocket amounts, and/or deductibles and/or co-insurance unless agreed upon by the provider and by this Policy.

Guidelines:

1. **Waiver Policy.** It is the policy of this company to bill all applicable out-of-pocket amounts and to make reasonable efforts to collect such amounts in accordance with our collection practices and procedures. However, if we determine that the patient's financial situation meets the criteria in this policy and that a patient is financially unable to pay any out-of-pocket amounts, this company, in agreement with the provider, may waive or lower such amounts.
2. **Other Policies.** Under no circumstances will this company engage in any of the following practices with respect to the waiving or lowering of co-insurance and/or deductibles:
 - a. Waive or lower co-insurance and deductibles that do not meet the requirements outline in our Policy.
 - b. Advertise, or in any way communicate to the general public that payments from private insurance, Medicare or Medicaid will be accepted as payment in full for healthcare services provided by our providers, or advertise or otherwise communicate to our patients or to the general public that patients will incur no out-of-pocket expenses.
 - c. *Routinely* use financial hardship forms which state that the patient is unable to pay co-insurance and deductible amounts.
 - d. Charge Medicare beneficiaries or private insurance beneficiary's different amounts than those charged to other persons for similar services.
 - e. Fail to collect co-insurance and deductibles from a specific group of patients for reasons unrelated to indigence or managed care contracting, (to obtain referrals or induce patients to seek care from any of Black Hills Medical Billing provider vs. another provider's practice who does not waive co-pays and/or deductibles).
 - f. Accept "insurance only" or TWIP (take what insurance pays) as payment in full for services rendered.
 - g. Fail to make a reasonable collection effort to collect a patient's balance.

3. Determination of Financial Need

- a. Decisions to waive or reduces any co-insurance and/or deductible amounts owed by a patient will be made on a **case-by-case** basis. To ensure that decision to waive or reduce co-insurance and/or deductible amounts are documented and based upon uniform objective criteria, each patient who desires a waiver or reduction of any co-insurance and/or deductible amount must complete the attached confidential Financial Worksheet and submit the completed worksheet together with a copy of the responsible party's most recent W2 form or most recent Federal tax return. The information on this worksheet will be compared to our policies to determine eligibility for waivers or lower payments.
- b. Decisions to waive or lower co-insurance and deductible amounts are based upon the financial information supplied by the patient in the Financial Worksheet and the W2 and/or Federal tax return.
- c. This company, along with the provider, reserves the right to modify the criteria considered for a waiver or payment reduction.
- d. This company, along with the provider, reserves the right to decline to grant waivers or payment reductions to patients.

4. Criteria considered to determine financial hardship

- a. Patient's or family's income in relationship to 200% of National Poverty Level
 - i. 100% waiver of all deductibles and co-pays if family income is equal to or less than 200% of National Poverty level.
- b. Patient's or family's discretionary income (total monthly income less total monthly expenses)
 - i. Payment plans will be established for patients whose discretionary income meets the following schedule:

Monthly Discretionary Income	Monthly Payment Plan
\$0 - \$350	\$25
\$351 - \$450	\$35
\$451 - \$500	\$50

**National Poverty Level
2013 HHS Poverty Guidelines**

Household Size	100%	133%	150%	200%	300%	400%
1	\$11,490	\$15,282	\$17,235	\$22,980	\$34,470	\$45,960
2	15,510	20,628	23,365	31,020	46,530	62,040
3	19,530	25,975	29,295	39,060	58,590	78,120
4	23,550	31,322	35,325	47,100	70,650	94,200
5	27,570	36,668	41,355	55,140	82,710	110,280
6	31,590	43,015	47,385	63,180	94,770	126,360
7	35,610	47,361	53,415	71,220	106,830	142,440
8	39,630	52,708	59,445	79,260	118,890	158,520
Each additional person, add	\$4,020	\$5,347	\$6,030	\$8,040	\$12,060	\$16,080

Financial Worksheet

Expense	Amount
Mortgage/Rent	\$
Electricity	\$
Gas (for house)	\$
Water bill	\$
Sewer/garbage	\$
Phone (mobile and landline)	\$
Cable/Satellite	\$
Internet	\$
Contributions	\$
Credit card 1	\$
Credit card 2	\$
Credit card 3	\$
Credit card 4	\$
Auto loan/lease	\$
Auto insurance	\$
Car expenses	\$
Gas (for auto)	\$
Other transportation (ie bus)	\$
Groceries and household items	\$
Child support/alimony	\$
Child care	\$
School expenses	\$
TOTAL	\$

County EMS
Procedure Day Sheet

Show all data where the Date From is between 6/1/2013, 12/31/2013

Entry	Date	Chart	Name	Document	POS	Debits	Credits
A0380							
2512	7/2/2013	BANTR000	Penet	1307120000	41	672.00	
2777	12/24/2013	BROBY000		1401110000	41	696.00	
2775	12/24/2013	BROKR000		1401110000	41	696.00	
2517	7/6/2013	BYRYV000		1307120000	41	672.00	
2715	8/29/2013	CARIN000		1311210000	41	672.00	
2717	9/1/2013	CREGE000		1311210000	41	660.00	
2529	7/17/2013	HILJO000		1307220000	41	672.00	
2504	6/18/2013	LEBJO000		1307060000	41	660.00	
2598	8/12/2013	MILCU000		1309030000	41	564.00	
2660	10/11/2013	SNERO000		1310150000	41	552.00	
2751	10/26/2013	STIVI000		1312240000	41	660.00	
2515	7/11/2013	THIAL000		1307120000	41	672.00	
2563	7/24/2013	THURO000		1308140000	41	660.00	
2794	7/4/2013	TURRI000		1402030000	41	672.00	
2799	12/24/2013	WHESA000		1402030000	41	696.00	
Total of A0380				Quantity: 15		\$9,876.00	\$0.00
A0390							
2693	10/20/2013	POOJO000		1311140000	41	660.00	
Total of A0390				Quantity: 1		\$660.00	\$0.00
A0425							
2596	8/12/2013	COTCH000		1309030000	41	660.00	
2495	6/15/2013	CREGE000		1307010000	41	660.00	
2580	8/12/2013	CREGE000		1308240000	41	660.00	
2601	8/5/2013	DESGA000		1309030000	41	780.00	
2722	9/27/2013	EAGCH000		1311210000	41	672.00	
2724	9/26/2013	GROKR000		1311210000	41	672.00	
2523	7/12/2013	IVEDE000		1307170000	41	1,680.00	
2468	6/15/2013	NEAGI000		1306210000	41	528.00	
2565	8/1/2013	SEADA000		1308140000	41	588.00	
2506	6/25/2013	THIAL000		1307060000	41	636.00	
2493	6/29/2013	WOOJU000		1307010000	41	852.00	
Total of A0425				Quantity: 11		\$8,388.00	\$0.00
A0427							
2595	8/12/2013	COTCH000		1309030000	41	900.00	
2494	6/15/2013	CREGE000		1307010000	41	900.00	
2579	8/12/2013	CREGE000		1308240000	41	900.00	
2600	8/5/2013	DESGA000		1309030000	41	900.00	
2467	6/15/2013	NEAGI000		1306210000	41	900.00	
2564	8/1/2013	SEADA000		1308140000	41	900.00	
2505	6/25/2013	THIAL000		1307060000	41	900.00	
Total of A0427				Quantity: 7		\$6,300.00	\$0.00

[REDACTED] County EMS
Practice Analysis

Show all data where the Date From is between 6/1/2013, 12/31/2013

Code	Description	Amount	Units	Average	Cost	Net
A0380	BLS moderate mileage rate	9,876.00	823	12.00	0.00	9,876.00
A0390	Mileage -- T19 only	660.00	55	12.00	0.00	660.00
A0425	LOADED PATIENT MILEAGE	8,388.00	699	12.00	0.00	8,388.00
A0427	ALS(I) EMERGENCY TRANSPORT	6,300.00	7	900.00	0.00	6,300.00
A0429	BLS EMERGENCY TRANSPORT	13,125.00	21	625.00	0.00	13,125.00
ADJUSTMEN	Adjustment To Account	-2,336.41	5	-467.28	0.00	-2,336.41
APPDEDUCT	Applied Against Deductible	0.00	3	0.00	0.00	0.00
CASHPAY	Cash Payment - Thank You!	-100.00	1	-100.00	0.00	-100.00
CHECK	Check Payment	-1,806.42	12	-150.54	0.00	-1,806.42
COM1	Past Due 90 Days	0.00	5	0.00	0.00	0.00
COM2	Past Due 90 Days - Final Notice	0.00	8	0.00	0.00	0.00
COM3	Pre-collections - seek disposition	0.00	5	0.00	0.00	0.00
COMMENT	Comment	0.00	160	0.00	0.00	0.00
INSADJSTMT	Insurance Adjustment	-7,151.50	14	-510.82	0.00	-7,151.50
INSDENIED	Insurance Denied	0.00	3	0.00	0.00	0.00
INSPMT	Insurance Payment	-9,736.76	27	-360.62	0.00	-9,736.76
WRITEOFF	WRITEOFF TO COLLECTIONS	-952.23	1	-952.23	0.00	-952.23
WRITEOFF2	Write Off Charges	-3,389.98	3	-1,129.99	0.00	-3,389.98

[REDACTED] County EMS
Practice Analysis

Show all data where the Date From is between 6/1/2013, 12/31/2013

Code	Description	Amount	Units	Average	Cost	Net
	Total Procedure Charges				\$38,349.00	
	Total Global Surgical Procedures				\$0.00	
	Total Product Charges				\$0.00	
	Total Inside Lab Charges				\$0.00	
	Total Outside Lab Charges				\$0.00	
	Total Billing Charges				\$0.00	
	Total Charges				\$38,349.00	
	Total Insurance Payments				-\$9,736.76 *	
	Total Cash Copayments				\$0.00	
	Total Check Copayments				\$0.00	
	Total Credit Card Copayments				\$0.00	
	Total Patient Cash Payments				-\$100.00	
	Total Patient Check Payments				-\$1,806.42	
	Total Credit Card Payments				\$0.00	
	Total Receipts				-\$11,643.18	
	Total Debit Adjustments				\$0.00	
	Total Credit Adjustments				-\$6,678.62	
	Total Insurance Debit Adjustments				\$0.00	
	Total Insurance Credit Adjustments				-\$7,151.50	
	Total Insurance Withholds				\$0.00	
	Total Adjustments				-\$13,830.12	
	Net Effect on Accounts Receivable				\$12,875.70	
	*Total Insurance Payments Include Insurance Takebacks of				\$0.00	

Practice Totals

Total # Procedures	713
Total Charges	\$313,927.99
Total Payments	-\$178,837.58 **
Total Adjustments	-\$95,935.71
Accounts Receivable	\$39,154.70

**Total Payments include Insurance Takeback Adjustments of \$929.91

██████████ County EMS
Patient Aging by Date of Service
 As of March 12, 2014

Chart	Name	Current 0 - 30	Past 31 - 60	Past 61 - 90	Past 91 ---->	Total Balance
ADAKA000	██████████				1,393.00	1,393.00
Last Pmt: 0.00	On: (228)254-6221					
ANDBE001	██████████				1,018.99	1,018.99
Last Pmt: 0.00	On: (605)669-2143					
BANTR000	██████████				847.00	847.00
Last Pmt: -50.00	On: 2/16/2014					
BROBY000	██████████			1,321.00		1,321.00
Last Pmt: 0.00	On: (740)485-9608					
BROKR000	██████████			1,321.00		1,321.00
Last Pmt: 0.00	On: (740)485-9608					
BYRYV000	██████████				337.16	337.16
Last Pmt: 0.00	On: 8/27/2013					
CARIN000	██████████			1,285.00		1,285.00
Last Pmt: -179.72	On: 12/30/2013 (605)209-2179					
CHRJE000	██████████				1,089.21	1,089.21
Last Pmt: 0.00	On:					
CONBI000	██████████				958.11	958.11
Last Pmt: 0.00	On:					
COTCH000	██████████				1,560.00	1,560.00
Last Pmt: -206.19	On: 7/24/2012 (605)574-0107					
CRYGL000	██████████				1,380.00	1,380.00
Last Pmt: 0.00	On:					
DISSC000	██████████				-17.00	-17.00
Last Pmt: -958.11	On: 1/16/2013 (414)762-3203					
DOLAN000	██████████				300.00	300.00
Last Pmt: -100.00	On: 11/19/2013					
EAGCH000	██████████				1,297.00	1,297.00
Last Pmt: 0.00	On: (605)441-1025					
GROKR000	██████████				1,297.00	1,297.00
Last Pmt: 0.00	On: (605)669-2083					
HAPFL000	██████████				446.35	446.35
Last Pmt: -25.00	On: 2/3/2014 (605)669-3222					
HARGA000	██████████				139.58	139.58
Last Pmt: -558.30	On: 9/11/2012					
HORAL000	██████████				168.86	168.86
Last Pmt: -675.41	On: 3/1/2013					
JANAR000	██████████				1,452.00	1,452.00
Last Pmt: 0.00	On:					
KRUEL000	██████████				168.86	168.86
Last Pmt: -675.41	On: 11/28/2012					
LONWI000	██████████				1,273.00	1,273.00
Last Pmt: 0.00	On:					
MADDO000	██████████				1,144.21	1,144.21
Last Pmt: 0.00	On:					
MAGES000	██████████				-798.30	-798.30
Last Pmt: -798.30	On: 1/24/2013 (605)669-2638					
MEYPE000	██████████				1,134.87	1,134.87
Last Pmt: 0.00	On: (734)737-0478					
MOOCA000	██████████				-82.19	-82.19
Last Pmt: -82.19	On: 11/28/2012					
MORIA000	██████████				1,381.00	1,381.00
Last Pmt: 0.00	On:					

3/12/2014

Statement

County EMS
PO Box
101 N Main Street
SD 57559
Return Service Requested

Please complete payment information.

Account No	Statement Date	Amount Due
BANTR000	09/26/2013	1,147.00
Mail Pay	Enter Payment Amount \$	
by Check	Make Check Payable to:	County EMS

For billing questions call:
Black Hills Medical Billing 605-342-8028

305 Railroad St Lot B
SD 57559

County EMS
PO Box
101 N Main Street
SD

☐ Check if your billing information has changed. Provide update(s) above or on reverse side

Please detach and return top portion with payment.

Messages

- Your account is past due
- Please pay your patient responsibility

Statement Detail

Statement Date 9/26/2013

Account No BANTR000

Date	Name	Description	Charge	Paid by Insurance	Deductible	Paid by Guarantor	Adjustments	Remainder
07/02/13	Troy	BLS EMERGENCY TRANSPORT	625.00			-75.00		550.00
07/02/13	Troy	BLS moderate mileage rate	672.00			-75.00		597.00

Account Summary	Previous Balance	New Charges	Payments & Credits	Adjustments
		1,297.00	-150.00	0.00

Amount Due
1,147.00

Aging	Past Due 30	Past Due 60	Past Due 90
	0.00	1,147.00	0.00

Jones County EMS PO Box 305 101 N Main Street Murdo SD 57559-0305
For billing questions call: Black Hills Medical Billing 605-342-8028

Certification of Compliance with the City of Burlington's Union Deterrence Ordinance

I, Andrea Allen, on behalf of Black Hills Medical Billing (Contractor) and in connection with Burlington (City contract/project/grant), hereby certify that Contractor (1) shall comply with the City of Burlington's Union Deterrence Ordinance; (2) has not advised the conduct of any illegal activity under that Ordinance, (3) does not currently, and will not over the life of the contract provide union deterrence services in violation of this Ordinance.

Dated at Rapid City SD, Vermont this 12 day of March, 2014

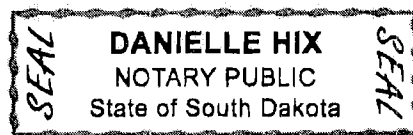
By: [Signature]

Duly Authorized Agent

Subscribed and sworn to before me: [Signature]
Notary

My Commission Expires
February 19, 2019

My Commission Expires
February 19, 2019



Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Andrea Allen, on behalf of Black Hills Medical Billing (Contractor) and in connection with Burlington (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 - 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at Rapid City, SD, Vermont this 12 day of March, 2014

By: [Signature]

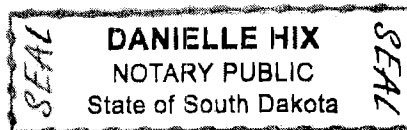
Duly Authorized Agent

Subscribed and sworn to before me:

[Signature]

My Commission Expires
February 19, 2019

Notary



Attachment C

CITY OF BURLINGTON
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between the City of Burlington, Vermont ("Covered Entity") and [Business Associate] ("Business Associate"), dated 3-12-14. This Addendum is effective as of 3-12-14 (the "Addendum Effective Date"). This Addendum shall have a term equal to the term of the Contract (as such contract may be amended, extended, renewed, renegotiated or replaced with a contract with an extended term) unless terminated earlier as provided for in Section 3 below.

RECITALS

- A. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.
- D. Federal regulations also protect the confidentiality of alcohol and drug abuse patient records. To the extent that Covered Entity is a "program" as defined in 42 C.F.R. § 2.11, Business Associate shall be considered a "qualified service organization" and it shall be obligated to comply with the requirements of 42 C.F.R. part 2.

AGREEMENT

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**

- a. **Breach** shall have the meaning given to such term under 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.404
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Electronic Protected Health Information** shall mean Protected Health Information that is maintained in or transmitted by electronic media.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Program** shall have the meaning given to such term by 42 C.F.R. Section 2.11.
- k. **Protected Health Information or PHI** shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103. Protected Health Information includes Electronic Protected Health Information.
- l. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- m. **Qualified service organization** shall have the meaning given to such term by 42 C.F.R. Section 2.11.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Special Obligations Related to Drug and Alcohol Treatment Records.** To the extent that Covered Entity is a Program and Business Associate is a qualified service organization, Business Associate acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from the Covered Entity it is fully bound by the provisions of 42 C.F.R. part 2 and if necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by these regulations.
- b. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Contract and as permitted under the Contract and Addendum. Further, Business Associate shall not

use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- c. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Contract and as permitted under the Contract and Addendum. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), 164.504(e)(4)(i) and 164.504(e)(4)(ii)].
- d. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fund-raising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or services to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act [42 U.S.C. Section 17935(d)(2)]; however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Contract.
- e. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- f. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than twenty-four (24) hours after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

- g. **Business Associate's Agents.** Business Associate shall ensure that any person who performs functions for or provides services to Business Associate, including without limitation subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by Section 2.e. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(e)(1) and 164.530(f)). If the Business Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of such agent's and subcontractor's obligations under the agreement referenced above, the Business Associate must take reasonable steps to cure the breach or end the violation [45 C.F.R. 164.504(e)(1)(iii)]. If the steps are unsuccessful, the Business Associate must terminate the agreement or other arrangement if feasible or, if termination is not feasible, report the problem to the Secretary of DHHS [45 C.F.R. 164.504(e)(1)(iii)]. Business Associate shall provide written notice to such agent or subcontractor and Covered Entity of any pattern of activity or practice of such agent or subcontractor that Business Associate believes constitutes a material breach or violation of such agent's or subcontractor's obligations under the agreement or other arrangement within five (5) days of discovery and shall meet with such agent or subcontractor and Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- h. **Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- i. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- j. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which Covered Entity is required to account to an individual, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business

Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if know, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization; or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Section 2.c. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.j. shall survive the termination of this Agreement.

- k. **Business Associate Performance of Covered Entity Obligations.** To the extent that Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- l. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- m. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- n. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- o. **Notification of Breach.** During the term of the contract, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations, including without limitation, (i) the Security Breach Notice Act, codified at Title Nine of the Vermont Statutes, Chapter 62, Subchapter 2; (ii) the Document Safe Destruction Act, codified at Title Nine of the Vermont Statutes, Chapter 62, Subchapter 4; and (iii) the Social Security Number Protection Act, codified at Title Nine of the Vermont Statutes, Chapter 62, Subchapter 3. Business Associate shall take (i) prompt corrective action

to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- p. **Mitigation.** Business Associate shall cooperate with Covered Entity in investigating any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI, and implementing mitigating measures deemed appropriate by Covered Entity, including notifying affected individuals even if not required by law and providing affected individuals with services to protect themselves against identity theft. Business Associate shall bear the expense of any mitigating measures Covered Entity deems appropriate.
- q. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Addendum, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible or, if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under the Addendum within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- r. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Contract or Addendum, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach of Business Associate of any provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. Upon Covered Entity's knowledge of a material breach by Business Associate of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws,

Covered Entity shall either (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, (ii) immediately terminate the Contract if Business Associate has breached a material term of this Addendum and cure is not possible; or (iii) if neither termination nor cure are feasible, Covered Entity shall report any HIPAA related violation to the Secretary. Covered Entity may seek equitable relief to stop any ongoing violation of the terms of this Addendum.

- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Contract, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed. The obligations of Business Associate under this Section 3.c. shall survive the termination of this Addendum.

4. **Indemnification**

Business Associate shall defend, hold harmless and indemnify Covered Entity from and against any claim, suit or action that arises or is alleged to have arisen as a result of the negligence or willful misconduct of Business Associate or breach by Business Associate of any term of this Addendum. Business Associate shall pay and be responsible for all losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any such claim, suit or action.

5. **Disclaimer**

Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. **Certification**

To the extent that Covered Entity determines that examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Contract or Addendum when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Contract or Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Notices

All notices to be delivered under this Addendum shall be in writing and shall be to the following addresses:

To Covered Entity: [Insert Address]

P.O. Box 9577
Rapid City, SD 57709

To Business Associate: [Insert Address]

*Black Hills
Medical Billing*

12. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

13. Miscellaneous

a. Entire Agreement. The parties acknowledge that this Addendum represents the entire agreement and understanding of the parties with reference to the subject matter of this Addendum. Each party acknowledges that no other promises, representations or agreements, written or verbal, have been made by the other party, its agents, employees or legal representatives as an inducement for the execution of this Addendum. The Addendum replaces all prior understandings and agreements of the parties, written or oral, with respect to the subject matter covered herein.

b. No Agency Between Parties. Nothing in this Addendum creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the parties. No party is or shall act as or be the agent or representative of any other party.

c. Validity. If any provision of the Addendum is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Addendum. Failure to enforce any provision of this Addendum does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of the Addendum at any time.

d. Assignment. The rights and duties of Business Associate and Covered Entity under this Agreement shall not be assignable by either party without the written consent of the other party.

e. Counterparts. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY:

BUSINESS ASSOCIATE:

CITY OF BURLINGTON

[Name of Business Associate] Black Hills
Medical Billing

By: _____

By: Andrea Allen

Name: _____

Name: Andrea Allen

Title: _____

Title: Business Manager

Date: _____

Date: 3-12-14

APPENDIX B – DRAFT AGREEMENT

AGREEMENT FOR AMBULANCE BILLING SERVICES

BY AND BETWEEN THE

CITY OF BURLINGTON, VERMONT

AND

Black Hills Medical Billing

The City of Burlington, Vermont (City), a municipal corporation organized under the laws of the state of Vermont, and VENDOR agree:

1. **VENDOR responsibilities.** The VENDOR 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 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. **VENDOR staffing.** The VENDOR 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. VENDOR shall stay current with system upgrades needed to provide optimal billing performance. VENDOR shall train and supervise the ambulance billing staff and provide staff as needed for any aspect of the ambulance billing and reporting of collections. VENDOR 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 to the VENDOR, signed for by the VENDOR.
- Establish billing and collection policies.
- Pay to VENDOR \$60,000 to provide these services.

4. **Compliance with laws.** The VENDOR 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 VENDOR shall file executed certificates of compliance with the Livable Wage ordinance as part of the execution of this agreement (Attachment A). The VENDOR shall also execute and file the City's Business Associate Agreement as part of its compliance with HIPAA (Attachment B).

5. **Insurance.** The VENDOR 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

*** 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 VENDOR'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: 25,000

F. E&O Liability coverage:

Each event Limit: 1,000,000

Annual Aggregate Limit: 3,000,000

5. The VENDOR 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, 2014 and shall continue until June 30, 2015.
7. **Public records.** The VENDOR 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 VENDOR 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 VENDOR 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 VENDOR shall constitute a waiver of any subsequent breach by the VENDOR, 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.** VENDOR 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 ^{Rapid City, SD}~~Burlington, Vermont~~ this 12 day of March, 2014.

VENDOR

CITY OF BURLINGTON

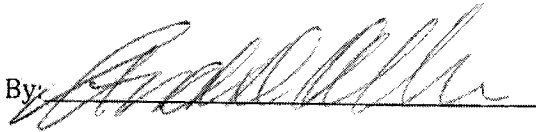
Attachment B

Certification of Compliance with the City of Burlington's Livable Wage Ordinance¹

I, Andrea Allen, on behalf of Black Hills Medical Billing (Contractor) and in connection with Burlington (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 Rapid City SD Vermont this 12 day of March, 2014

By:



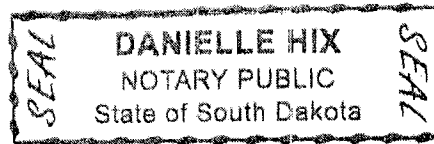
Duly Authorized Agent

Subscribed and sworn to before me:



My Commission Expires
February 19, 2019

Notary





VISITING NURSE ASSOCIATION
OF CHITTENDEN AND GRAND ISLE COUNTIES

March 12, 2014

Lise E. Varonneau
Business Administrator
Burlington Fire & Police Departments
Information, Technology & Financial Affairs
One North Avenue
Burlington, VT 05401

Home Care for Adults
and Children

Long-Term Care

End-of-Life Care

Family and Children's
Services

Adult Day Program

Wellness Services

Private Care

1110 Prim Road
Colchester, VT
05446

802 658-1900
802 860-6149 Fax
www.vnacares.org

Dear Ms. Veronneau:

We are pleased to submit the attached proposal, for the continuation of Ambulance Billing Services, for the City of Burlington Fire Department.

In addition to this letter of transmittal, please find;

- Our lump sum bid price is \$60,000.
- The VNA is currently providing this service and has been successfully providing this service since 1987.
- Work history on related projects attached separately.
- This project will be managed from our corporate office at 1110 Prim Road, Colchester, VT 05446.
- Completed Livable Wage, Outsourcing and Union Deterrence Certifications attached separately.
- The above proposed price is good through June 30, 2015, and we also propose an additional one year extension with a 2.5% escalator to \$61,500 for the period July 1, 2015 – June 30, 2016.
- Sample Transaction Register/billing report and Billing & Cash receipts reconciliation reports are attached separately.



This proposal is based on information provided in the RFP dated February 20, 2014. We reserve the right to withdraw this proposal if it is not accepted within 45 days.

Thank you for giving us this opportunity. We look forward to working with you.

Sincerely,

James E. Manahan
VP for Finance and Administration
Assistant Treasurer

Attachments

The VNA was selected as the Fiscal Agent for the newly developed Chittenden County regional Children's Integrated Services (CIS) initiative. As the Fiscal Agent, the VNA is responsible for subcontracting with partner agencies for the provision of coordinated services, as well as the receipt & processing of claims from partner agencies and submission of their claims data through our Billing Department to the State of Vermont.

Contact

Ann Dillenbeck

CIS Coordinator

1110 Prim Rd.

Colchester, VT 05446

802-860-4426

ann.dillenbeck@chittendencis.org

FAX: 802-652-0296, please include CIS in the address

Project Description

The Child Development Division (CDD) Children's Integrated Services (CIS) provides health promotion, prevention, and early intervention services to pregnant and postpartum women, infants and children birth to age six (6), their families and child development providers. CIS services include:

- Maternal-child health nursing;
- Family support services;
- Part C early intervention;
- Early childhood and family mental health; and
- Specialized child care supports (*through age 13).

CIS services are part of a coordinated continuum of care across multiple types of providers and settings. The goal is to improve the health and well-being of pregnant/postpartum women, infants and children through connections with high quality health care and community support services; so that progress on maternal and child safety, family stability, and optimal healthy development is achieved.


The rollout of this project was completed on time and is on budget.


Attachment B

Certification of Compliance with the City of Burlington's Livable Wage Ordinance¹

I, James E Manahan, on behalf of VNA of CGI, Inc. (Contractor) and in connection with Ambulance Billing (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 Colchester, Vermont this 10 day of March, 2014

By: 
Duly Authorized Agent


Subscribed and sworn to before me: 
Notary

¹ In November of 2001, the City Council enacted an ordinance whose intention it was to provide a minimum level of compensation for city employees and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington. Annually in May the livable wage is re-calculated. The re-calculated rates then becomes effective on July 1 of that same year. Further information on the livable wage is located at: <http://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance/>

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, James E Manahan, on behalf of VNA of CGI, Inc. (Contractor) and in connection with Ambulance Billing (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 - 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at Colchester, Vermont this 10 day of March, 2014


By: 
Duly Authorized Agent

Subscribed and sworn to before me: Christine Hammond
Notary

Certification of Compliance with the City of Burlington's Union Deterrence Ordinance

I, James E Manahan, on behalf of VNA of CGI, Inc (Contractor) and in connection with Ambulance Billing (City contract/project/grant), hereby certify that Contractor (1) shall comply with the City of Burlington's Union Deterrence Ordinance; (2) has not advised the conduct of any illegal activity under that Ordinance, (3) does not currently, and will not over the life of the contract provide union deterrence services in violation of this Ordinance.

Dated at Colchester, Vermont this 10 day of March, 2014

By: 
Duly Authorized Agent

Date: 03/06/2014

2:28:58PM

BURLINGTON FIRE DEPT AMBULANCE

Page: 1

Transaction Register

By Organization, By Payor, By Account Type

Organization**Payor****Account Type**

Pat-Id	Transaction	Comp Type	Acct	Date	Service	Bill Units	Amount	X
BFD / AB / COB								
BLUE CROSS BLUE SHIELD								
	AR - Accounts Receivable				Account Type Totals:	2,551.200 \$	12,333.82	
	CA - Contractual Allowance/Adjustment				Account Type Totals:	145.100 \$	3,266.62	
	PM - Payment/Cash				Account Type Totals:	640.200 \$	67,555.78	
	RV - Revenue				Account Type Totals:	528.900 \$	(84,019.90)	
					Payor Totals:	3,865.400 \$	(863.68)	
MEDICAID								
	AR - Accounts Receivable				Account Type Totals:	6,434.600 \$	16,229.78	
	CA - Contractual Allowance/Adjustment				Account Type Totals:	52.000 \$	2,000.93	
	DS - Discount				Account Type Totals:	2,174.000 \$	200,579.32	
	PM - Payment/Cash				Account Type Totals:	2,599.700 \$	101,875.91	
	RV - Revenue				Account Type Totals:	2,134.400 \$	(279,044.40)	
					Payor Totals:	13,394.700 \$	41,641.54	
MEDICARE								
	AR - Accounts Receivable				Account Type Totals:	10,152.900 \$	63,661.60	
	CA - Contractual Allowance/Adjustment				Account Type Totals:	3,022.300 \$	5,461.98	
	DS - Discount				Account Type Totals:	3,873.500 \$	151,668.78	
	PM - Payment/Cash				INTEREST TAKE BACKS	3,268.200 \$	223,539.43	(14.83)
	RV - Revenue				Account Type Totals:	3,440.000 \$	(509,278.20)	
					Payor Totals:	23,756.900 \$	(64,946.41)	
NO FEE								
	AR - Accounts Receivable				Account Type Totals:	972.900 \$	101,619.09	
	RV - Revenue				Account Type Totals:	2.000 \$	(513.00)	
					Payor Totals:	974.900 \$	101,106.09	
SELF PAY								
	AR - Accounts Receivable				Account Type Totals:	3,667.800 \$	(3,705.28)	
	CA - Contractual Allowance/Adjustment				Account Type Totals:	3.200 \$	85.82	
	PM - Payment/Cash				Account Type Totals:	393.700 \$	20,271.38	

Date: 03/06/2014

BURLINGTON FIRE DEPT AMBULANCE

Page: 2

2:28:58PM

Transaction Register

By Organization, By Payor, By Account Type

Organization**Payor****Account Type**

Pat-Id	Transaction	Comp Type	Acct Date	Service	Bill Units	Amount	X
	RV - Revenue						
				Account Type Totals:	1,105.100 \$	(124,071.70)	
				Payor Totals:	5,169.800 \$	(107,419.78)	
	THIRD PARTY						
	AR - Accounts Receivable						
				Account Type Totals:	3,455.000 \$	410.21	
	CA - Contractual Allowance/Adjustment						
				Account Type Totals:	284.100 \$	13,518.23	
	PM - Payment/Cash						
				Account Type Totals:	1,307.300 \$	90,867.20	
	RV - Revenue						
				Account Type Totals:	498.400 \$	(74,313.40)	
				Payor Totals:	5,544.800 \$	30,482.24	
				Organization Totals:	52,706.500 \$	0.00	
				Grand Totals:	52,706.500 \$	0.00	

Report range values:

Begin with A/R Date: 07/01/2013

Stop after A/R Date: 12/31/2013

Include Reversed?: Y

Begin with A/R Entry Date: 01/01/2001

Stop after A/R Entry Date: 01/15/2014

Include only transactions associated with overpayments?: N

Enterprise Views: Enterprise View

Account Types: All Account Types were selected

Transaction Types: All Transaction Types were selected

Customers: All Customers were selected

Organizations: All Organizations were selected

Plans: All Plans were selected

FY14

[illegible]

CITY OF BURLINGTON

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between the City of Burlington, Vermont ("Covered Entity") and [Business Associate] ("Business Associate"), dated March 10, 2014. This Addendum is effective as of July 1, 2014 (the "Addendum Effective Date"). This Addendum shall have a term equal to the term of the Contract (as such contract may be amended, extended, renewed, renegotiated or replaced with a contract with an extended term) unless terminated earlier as provided for in Section 3 below.

RECITALS

- A. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.
- D. Federal regulations also protect the confidentiality of alcohol and drug abuse patient records. To the extent that Covered Entity is a "program" as defined in 42 C.F.R. § 2.11, Business Associate shall be considered a "qualified service organization" and it shall be obligated to comply with the requirements of 42 C.F.R. part 2.

AGREEMENT

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**

- a. **Breach** shall have the meaning given to such term under 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.404
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Electronic Protected Health Information** shall mean Protected Health Information that is maintained in or transmitted by electronic media.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Program** shall have the meaning given to such term by 42 C.F.R Section 2.11.
- k. **Protected Health Information or PHI** shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103. Protected Health Information includes Electronic Protected Health Information.
- l. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- m. **Qualified service organization** shall have the meaning given to such term by 42 C.F.R. Section 2.11.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Special Obligations Related to Drug and Alcohol Treatment Records.** To the extent that Covered Entity is a Program and Business Associate is a qualified service organization, Business Associate acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from the Covered Entity it is fully bound by the provisions of 42 C.F.R. part 2 and if necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by these regulations.
- b. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Contract and as permitted under the Contract and Addendum. Further, Business Associate shall not

use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- c. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Contract and as permitted under the Contract and Addendum. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), 164.504(e)(4)(i) and 164.504(e)(4)(ii)].
- d. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fund-raising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or services to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act [42 U.S.C. Section 17935(d)(2)]; however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Contract.
- e. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- f. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than twenty-four (24) hours after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

- g. **Business Associate's Agents.** Business Associate shall ensure that any person who performs functions for or provides services to Business Associate, including without limitation subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by Section 2.e. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(e)(1) and 164.530(f)). If the Business Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of such agent's and subcontractor's obligations under the agreement referenced above, the Business Associate must take reasonable steps to cure the breach or end the violation [45 C.F.R. 164.504(e)(1)(iii)]. If the steps are unsuccessful, the Business Associate must terminate the agreement or other arrangement if feasible or, if termination is not feasible, report the problem to the Secretary of DHHS [45 C.F.R. 164.504(e)(1)(iii)]. Business Associate shall provide written notice to such agent or subcontractor and Covered Entity of any pattern of activity or practice of such agent or subcontractor that Business Associate believes constitutes a material breach or violation of such agent's or subcontractor's obligations under the agreement or other arrangement within five (5) days of discovery and shall meet with such agent or subcontractor and Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- h. **Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- i. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- j. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which Covered Entity is required to account to an individual, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business

Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization; or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Section 2.c. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this Section 2.j. shall survive the termination of this Agreement.

- k. **Business Associate Performance of Covered Entity Obligations.** To the extent that Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- l. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- m. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- n. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- o. **Notification of Breach.** During the term of the contract, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations, including without limitation, (i) the Security Breach Notice Act, codified at Title Nine of the Vermont Statutes, Chapter 62, Subchapter 2; (ii) the Document Safe Destruction Act, codified at Title Nine of the Vermont Statutes, Chapter 62, Subchapter 4; and (iii) the Social Security Number Protection Act, codified at Title Nine of the Vermont Statutes, Chapter 62, Subchapter 3. Business Associate shall take (i) prompt corrective action

to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- p. **Mitigation.** Business Associate shall cooperate with Covered Entity in investigating any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI, and implementing mitigating measures deemed appropriate by Covered Entity, including notifying affected individuals even if not required by law and providing affected individuals with services to protect themselves against identity theft. Business Associate shall bear the expense of any mitigating measures Covered Entity deems appropriate.
- q. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Addendum, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible or, if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under the Addendum within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- r. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Contract or Addendum, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach of Business Associate of any provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. Upon Covered Entity's knowledge of a material breach by Business Associate of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws,

Covered Entity shall either (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, (ii) immediately terminate the Contract if Business Associate has breached a material term of this Addendum and cure is not possible; or (iii) if neither termination nor cure are feasible, Covered Entity shall report any HIPAA related violation to the Secretary. Covered Entity may seek equitable relief to stop any ongoing violation of the terms of this Addendum.

- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Contract, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed. The obligations of Business Associate under this Section 3.c. shall survive the termination of this Addendum.

4. **Indemnification**

Business Associate shall defend, hold harmless and indemnify Covered Entity from and against any claim, suit or action that arises or is alleged to have arisen as a result of the negligence or willful misconduct of Business Associate or breach by Business Associate of any term of this Addendum. Business Associate shall pay and be responsible for all losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any such claim, suit or action.

5. **Disclaimer**

Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. **Certification**

To the extent that Covered Entity determines that examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Contract or Addendum when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Contract or Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Notices

All notices to be delivered under this Addendum shall be in writing and shall be to the following addresses:

To Covered Entity: c/o Lise Veronneau
City of Burlington, Vermont
1 North Ave, Burlington VT 05401

To Business Associate: Arsi Namdar, HIPAA Security and Privacy Officer
VNA of Chittenden and Grand Isle Counties
1110 Prim Rd, Colchester VT 05446

12. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

13. Miscellaneous

a. **Entire Agreement.** The parties acknowledge that this Addendum represents the entire agreement and understanding of the parties with reference to the subject matter of this Addendum. Each party acknowledges that no other promises, representations or agreements, written or verbal, have been made by the other party, its agents, employees or legal representatives as an inducement for the execution of this Addendum. The Addendum replaces all prior understandings and agreements of the parties, written or oral, with respect to the subject matter covered herein.

b. **No Agency Between Parties.** Nothing in this Addendum creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the parties. No party is or shall act as or be the agent or representative of any other party.

c. **Validity.** If any provision of the Addendum is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Addendum. Failure to enforce any provision of this Addendum does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of the Addendum at any time.

d. **Assignment.** The rights and duties of Business Associate and Covered Entity under this Agreement shall not be assignable by either party without the written consent of the other party.

e. **Counterparts.** This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY:

BUSINESS ASSOCIATE:

CITY OF BURLINGTON

VNA of Chittenden and Grand Isle Counties

By: _____

By: James E Monahan

Name: _____

Name: James E Monahan

Title: _____

Title: VP for Finance + Administration

Date: _____

Date: 3-11-2014