



RESOLUTION NO. 2015 - 12

BE IT RESOLVED, by the authority of the Board of Supervisors of the Township of Newtown, Delaware County and it is hereby resolved by authority of the same, that the Chairman of said Municipality be authorized and directed to sign the attached Business Associate Agreement on its behalf.

ATTEST:

Township of Newtown

Stephen M. Nease 3/9/15
Stephen M. Nease -- Township Manager

By: Joseph Catania
Joseph Catania, Chairman

I, Stephen M. Nease, Township Manager of the Board of Supervisors of Newtown Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held the 9th day of March, 2015.

DATE: 3/9/15

Stephen M. Nease
Stephen M. Nease -- Township Manager

**Board of Supervisors Newtown Township
Business Associate Agreement
Between Board of Supervisors Newtown Township and Ambulance
Reimbursement Systems, Inc.**

This Business Associate Agreement (“Agreement”) between Board of Supervisors Newtown Township and Ambulance Reimbursement Systems, Inc. is executed to ensure that Ambulance Reimbursement Systems, Inc. will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Board of Supervisors Newtown Township in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Ambulance Reimbursement Systems, Inc. agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative

safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Board of Supervisors Newtown Township any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Board of Supervisors Newtown Township without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Ambulance Reimbursement Systems, Inc. agree to the same restrictions, conditions, and requirements that apply to Ambulance Reimbursement Systems, Inc. with respect to such information;
5. Make PHI in a designated record set available to Board of Supervisors Newtown Township and to an individual who has a right of access in a manner that satisfies Board of Supervisors Newtown Township's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Board of Supervisors Newtown Township, or take other measures necessary to satisfy Board of Supervisors Newtown Township's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Board of Supervisors Newtown Township or an individual who has a right to an accounting within 60 days and as necessary to satisfy Board of Supervisors Newtown Township's obligations under 45 CFR §164.528;
8. To the extent that Ambulance Reimbursement Systems, Inc. is to carry out any of Board of Supervisors Newtown Township's obligations under the HIPAA Privacy Rule, Ambulance Reimbursement Systems, Inc. shall comply with the requirements of the Privacy Rule that apply to Board of Supervisors Newtown Township when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Ambulance Reimbursement

Systems, Inc. on behalf of Board of Supervisors Newtown Township, available to the Secretary of the Department of Health and Human Services for purposes of determining Ambulance Reimbursement Systems, Inc. and Board of Supervisors Newtown Township's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Board of Supervisors Newtown Township notifies Ambulance Reimbursement Systems, Inc. of any restriction on the use or disclosure of PHI that Board of Supervisors Newtown Township has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Board of Supervisors Newtown Township is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Ambulance Reimbursement Systems, Inc. agrees to assist Board of Supervisors Newtown Township in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Board of Supervisors Newtown Township's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Board of Supervisors Newtown Township agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Board of Supervisors Newtown Township of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Board of Supervisors Newtown Township of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Ambulance Reimbursement Systems, Inc. on behalf of Board of Supervisors Newtown Township include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Board of Supervisors Newtown Township to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Board of

Supervisors Newtown Township to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Ambulance Reimbursement Systems, Inc. has been engaged to perform on behalf of Board of Supervisors Newtown Township.

D. Termination

1. Board of Supervisors Newtown Township may terminate this Agreement if Board of Supervisors Newtown Township determines that Ambulance Reimbursement Systems, Inc. has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Ambulance Reimbursement Systems, Inc. shall return to Board of Supervisors Newtown Township or destroy all PHI received from Board of Supervisors Newtown Township, or created, maintained, or received by Ambulance Reimbursement Systems, Inc. on behalf of Board of Supervisors Newtown Township that Ambulance Reimbursement Systems, Inc. still maintains in any form. Ambulance Reimbursement Systems, Inc. shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 9th day of March, 2015.

Board of Supervisors Newtown Township

Ambulance Reimbursement Systems, Inc.

Signature: *J. Antonia*

Signature: _____

Title: Chairman of the Board

Title: _____

Date: 3/9/15

Date: _____