

BUSINESS ASSOCIATE CONTRACT LANGUAGE FOR HIPAA WITH
NATIONAL EMS BILLING, INC

AND

ALGOMA FIRE DEPARTMENT

National EMS Billing, Inc. (NEB) shall carry out its obligations under Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F- Administrative Simplification, Section 261m et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of the billing service provided here under.

- A) Not use or further disclose PHI except as permitted under this Agreement or require by law
- B) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement
- C) To mitigate, to the extent practicable, any harmful effect that is known to NEB of a use or disclosure of PHI by NEB in violation of this Agreement.
- D) Report to ALGOMA FIRE DEPARTMENT any use or disclosure of PHI not provided for by this Agreement of which NEB becomes aware.
- E) Ensure that any agents or subcontractors to whom NEB provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to NEB with respect to such PHI.
- F) Make PHI available to ALGOMA FIRE DEPARTMENT and to the individual who has a right of access as required under HIPAA within 30 days of the request by ALGOMA FIRE DEPARTMENT on the individual.
- G) Incorporate any amendments to PHI when notified to do so by ALGOMA FIRE DEPARTMENT
- H) Provide an accounting of all uses or disclosures of PHI made by NEB as required under the HIPPA privacy rule within 60 days.

- I) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the DHHS for the purposes of determining NBE and ALG OMA FIRE DEPARTMENT Department's compliance with HIPAA.
- J) At the termination of this agreement, return or destroy all PHI received from, or created or received by NEB on behalf of said Fire Department, and if returned is infeasible, the protections of this agreement will extend to such PHI

The specific uses and disclosures of PHI that may be made by NEB on behalf of ALGOMA FIRE DEPARTMENT include:

- A) The preparation of invoices to patients, carriers, insurers and other responsible for payment or reimbursement of the services provided by ALGOMA FIRE DEPARTMENT to its patients
- B) Preparation of reminder notices and documents pertaining to collections of overdue accounts
- C) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by ALGOMA FIRE DEPARTMENT Department to its patients or to appeal denials of payment for the same
- D) Uses required for the proper management of NEB as a business associate
- E) Other uses of disclosures of PHI as permitted by HIPAA privacy rule.

Mary Ann Dubois 4-23-2003
 NATIONAL EMS BILLING, INC DATE

Kyle Kone 4-23-03
 ALGOMA FIRE DEPARTMENT DATE