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CITY OF LONG BEACH RECEIVING
CORPORATION COUNSEL

P.O. Box 535
21 Oswego Street
Baldwinsville NY 13027
multimedbilling.com

February 17, 2022

Mr. Richard Berrios, Esq.
City of Long Beach Corporation Counsel
One West Chester Street
Room 402
Long Beach, NY 11561

Re: Ambulance Billing and Collection Service Agreement

Dear Mr. Berrios,

Enclosed please find signed originals of the above-referenced agreement.

All of us at MultiMed Billing Service, Inc. are pleased with the opportunity to continue to serve the City of Long Beach. Thank you for your continued support of MultiMed.

Sincerely yours,

A handwritten signature in cursive script that reads "William L. Shipman".

William L. Shipman
Senior Vice President

AMBULANCE BILLING AND COLLECTION SERVICE AGREEMENT

Between

**CITY OF LONG BEACH
AND
MULTIMED BILLING SERVICE, INC.**

THIS AGREEMENT made this 1st day of February, 2022, between the CITY OF LONG BEACH, 1 West Chester Street, Long Beach, New York 11561 (hereinafter called the City) party of the first part, and MULTIMED BILLING SERVICE, INC., 21 Oswego Street, P.O. Box 535, Baldwinsville, New York 13027 (hereinafter called MultiMed), party of the second part, COVENANT,

WITNESSETH:

That the parties hereto agree as follows:

1. **AUTHORITY:** This agreement is entered into pursuant to City Council Resolution No. 9/22 adopted on February 1, 2022.
2. **TERM OF AGREEMENT:** The term of this agreement shall be from February 1, 2022 and shall continue in effect for a period of three (3) years with the City's option to renew for two (2) additional one (1) year terms, upon the same terms and conditions, unless terminated by either the City or MultiMed upon at least sixty (60) days prior written notice by certified mail to the last known address of the other party.
3. **SCOPE OF SERVICE:** MultiMed shall provide billing and collection services for the City's EMS ambulance services as outlined in the City's Request for Proposals for EMS Billing and Collection Services, dated September 28, 2021 ("RFP"), and MultiMed's response and proposal to the RFP, both of which are expressly incorporated by reference herein.
4. **COMPENSATION:** Notwithstanding MultiMed's response and proposal to the RFP, MultiMed agrees that it shall be paid fees as follows: for non-Medicaid claims, MultiMed will receive a commission of five percent (5%) of all monies collected. For Medicaid claims, MultiMed will receive \$10.00 per claim where Medicaid is the primary payer and \$5.00 per claim where Medicaid is the secondary payer. MultiMed will submit a monthly invoice to the City.
5. **INDEMNIFICATION and INSURANCE:** MultiMed shall defend, indemnify and hold the City harmless as set forth in the RFP. MultiMed shall carry and maintain in full force and effect throughout the duration of this agreement, insurance coverage as set forth in both the RFP and in MultiMed's response to the RFP.
6. **BONDING:** MultiMed is to provide to the City proof of surety that all personnel involved in the pick up, handling and delivery of City funds under this contract, in any

manner, be bonded in an amount not less than \$250,000 by an insurance company authorized to do business in the State of New York.

7. **CONFIDENTIALITY OF RECORDS:** All patient information shall remain confidential and be used by MultiMed solely for the purpose of operating the billing program for the City. In furtherance of this provision, the parties shall enter into a separate supplemental agreement to satisfy the various standards and requirements of HIPAA and HIPAA Regulations (“Business Associate Agreement”), which shall form a part of this agreement.

8. **RECORDS OF ACCOUNTS:** MultiMed shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the City Comptroller. Such books and records shall be retained for a period of seven (7) years and shall at all times be available for audit and inspection by the City Comptroller, the City’s auditors and/or duly designated City representatives.

8. **GOVERING LAW:** This agreement shall be construed and interpreted pursuant to the laws of the State of New York.

9. **SPECIFICATIONS and CONTRACT DOCUMENTS:**

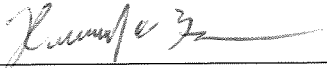
- a. The specifications forming a part of this agreement are on file in the office of the City Purchasing Agent and entitled: City’s Request for Proposals for EMS Billing and Collection Services, dated September 28, 2021. Such specifications are incorporated herein by reference as if fully set forth herein.
- b. This agreement, the RFP, MultiMed’s response and proposal to the RFP, and the Business Associate Agreement all constitute the complete understanding between the parties.

[This space is left intentionally blank. Signature page to follow immediately below on page 3.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

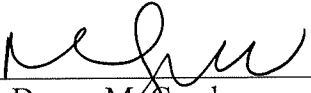
(City's seal)

Signed, sealed and delivered
In the presence of:



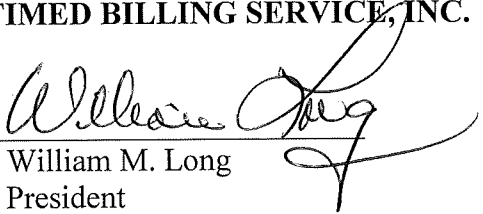
City Clerk

CITY OF LONG BEACH

By: 

Donna M. Gayden
City Manager

MULTIMED BILLING SERVICE, INC.

By: 

William M. Long
President

Authorizing Resolution Detail: # 9/22

MULTIMED BILLING SERVICE, INC.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between City of Long Beach NY Emg Ambulance Service ("Covered Entity") and MultiMed Billing Service, Inc. ("Business Associate"), functioning as a Business Associate, and is effective as set forth in Section 6(a) below.

RECITALS

A. The purpose of this Agreement is to satisfy various standards and requirements of HIPAA and the HIPAA Regulations, including but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

B. Business Associate represents and affirms that it has an effective, ongoing and comprehensive compliance program.

c. Covered Entity represents and affirms that it has an effective, ongoing and comprehensive compliance program.

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

1. Definitions: Unless otherwise defined by this Agreement, capitalized terms have the meanings ascribed to them under HIPAA and the HIPAA Privacy Rule and Security Standards, as amended by the HITECH Act:
 - (a) Business Associate. "Business Associate" shall mean MultiMed Billing Service, Inc. functioning as a Business Associate of Covered Entity pursuant as such term is defined under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
 - (b) Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises its security or privacy, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain it. The term "Breach" does not include acquisition, access, or use made in good faith and within the course and scope of the relationship with Business Associate if such information is not further acquired, accessed, used or disclosed by any person; or any inadvertent disclosure from an individual who is otherwise authorized to access PHI, if such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person or other circumstances specified in Regulations or Guidance issued by the Secretary.

- (c) Data Aggregation Services. "Data Aggregation Services" shall mean the combining by Business Associate of the PHI of Covered Entity with PHI received by Business Associate in its capacity as a Business Associate of another Covered Entities to permit data analyses that relate to the health care operations of Covered Entity or other Covered Entities.
- (d) Covered Entity. "Covered Entity" shall mean City of Long Beach NY Emg Ambulance Service, as described in HIPAA and HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- (e) Designated Record Set. "Designated Record Set" shall mean a group of records that are (i) the medical records and billing records of individuals maintained by or for Covered Entity; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- (f) Guidance. "Guidance" shall mean official guidance of the Secretary as specified in the HITECH Act and any other official guidance or interpretation of HIPAA by a federal governmental agency with appropriate and relevant jurisdiction.
- (g) HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, and its implementing Regulations and Guidance.
- (h) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as amended by the HITECH Act.
- (j) Protected Health Information or PHI and ePHI. "Protected Health Information" (PHI) shall have the same meaning as set forth in 45 CFR 164.501. References to PHI shall be deemed to include references to PHI in electronic form ("ePHI") held by Business Associate, unless otherwise stated. Business Associate's obligations under this Agreement apply only to PHI created or received by Business Associate from or on behalf of Covered Entity.
- (k) Required by Law. "Required by Law" shall mean a mandate contained in law that compels Business Associate or Covered Entity to make use or disclosure of PHI and that is enforceable in a court of law. Required by Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare

conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

(l) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(m) Security Standards. "Security Standards" shall mean the Security Standards at 45 CFR parts 160, 162 and 164, as may be amended or supplemented during the term of this Agreement.

(n) Secretary. "Secretary" shall refer to the Secretary of the Department of Health and Human Services or his or her designee.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in published Regulations or Guidance.

2. Obligations and Activities of Business Associate as to Protected Health Information.

(a) Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement, or as required by law. Business Associate further agrees to employ the "minimum necessary disclosures" standard, and to comply with any and all forthcoming guidance issued by the Secretary in clarification of that term.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to comply with those provisions of the HIPAA Security Rule relating to ePHI by providing administrative, physical, and technical safeguards for all ePHI, and by developing Policies and Procedures implementing those safeguards.

(c)

(i) Business Associate agrees to report to Covered Entity any breach of PHI accessed, maintained, retained, modified, stored, destroyed or otherwise held or used in an Unsecured form by Business Associate. Business Associate will provide written notice of any such Breach to Covered Entity within thirty (30) business days of the first day the Breach is known, or reasonably should have been known, to the Business Associate. The Breach Notice will include the identification of each individual whose Unsecured PHI was subject to the Breach, to the extent known to Business Associate as of the date of the Breach Notice. Business Associate will take reasonable steps to mitigate the effects of the Breach and will coordinate its

efforts with Covered Entity. Business Associate will diligently pursue investigation of the Breach and notify Covered Entity in writing as soon as reasonably practicable, but in no event later than thirty (30) business days after the date of the Breach Notice, of the full circumstances of the Breach and of any other information related to the Breach Business Associate discovers, to the extent such information is available to Business Associate after using reasonable efforts to investigate. Business Associate will promptly provide other information relating to the Breach as reasonably requested by Covered Entity and available to Business Associate.

(ii) Unless the parties specifically agree otherwise, in writing, notice to individuals or governmental agencies will be provided solely by Covered Entity, in a form and with content determined by Covered Entity, provided that Business Associate is given a copy of any proposed notice and a list of its intended recipients at least ten (10) days in advance. During that time period, Business Associate may provide comments to Covered Entity as to accuracy and completeness of the statements contained in the notice, which comments will be reasonably considered by Covered Entity. Covered Entity and Business Associate expressly stipulate that, unless specifically provided otherwise in the Service Agreement, Business Associate will be deemed an independent contractor, and not an agent of Covered Entity for purposes of Breach Notification, and for all other relevant purposes. In the event that the Breach also implicates a state law requiring notification of individuals or agencies, Business Associate will have the same rights to notice from Covered Entity as specified above.

(iii) In the event that Covered Entity experiences a Breach, other than a Breach solely and directly attributable to Business Associate, and requests Business Associate's assistance in analyzing or responding to the Breach, Business Associate will use reasonable efforts to comply, provided that Business Associate may charge Covered Entity reasonable amounts for time and materials provided, which will be paid promptly by Covered Entity upon receipt of an invoice; and further provided that Covered Entity is solely responsible for all aspects of the content, timing and provision of notice to individuals and agencies.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) To the extent Business Associate maintains an original Designated Record Set on behalf of Covered Entity, Business Associate agrees to provide access, at the request of

Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, as per the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set maintained by Business Associate that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity. Notwithstanding this agreement to amend a Designated Record Set at the request of Covered Entity, Business Associate shall remain at all times an independent contractor and shall in no event be considered an agent of Covered Entity.

(h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created and received by it on behalf of Covered Entity, available at the request of Covered Entity, or to the Secretary in determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. If Covered Entity uses or maintains Electronic Health Records (ePHI) as defined in the HITECH Act, Covered Entity will meet and discuss whether Business Associate's accounting obligations are required under the HITECH Act to include disclosures by Business Associate for purposes of Treatment, Payment and Health Care Operations ("TPO Accounting"); provided that: (i) Covered Entity will provide such notice to Business Associate at least fifteen (15) days in advance of the effective date of disclosures that Business Associate is obligated to report for TPO Accounting under this paragraph; and (ii) Business Associate may make an additional charge reasonably calculated to cover Business Associate's costs in providing TPO Accounting. TPO Accounting shall be provided in accordance with Regulations promulgated by the Secretary. Unless the parties agree otherwise, in writing, in the event of an individual's request for an accounting, Business Associate will provide information it is required to maintain pursuant to this Agreement to Covered Entity. Covered Entity will in turn provide accounting to the individual.

(j) Upon reasonable advance notice, Business Associate will provide individuals with access to their PHI in an electronic format and transmit such information in electronic format directly to an entity specified by the individual, to the extent that the individual's PHI originates from Covered Entity, in accordance with the HITECH Act amendments to the Privacy Rule. Business Associate may make a reasonable charge to Covered Entity, or, to the extent permitted by the HITECH Act, Regulations or Guidance, to the individual for such transmission.

(k) Business Associate will not directly or indirectly exchange Covered Entity's PHI or ePHI for direct or indirect remuneration.

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

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity itself, including the following:

(a) Business Associate may disclose PHI for its proper management and administration, or to carry out its legal responsibilities, provided that: (i) disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only (A) as required by law, or (B) for the purpose for which it was disclosed, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(c) Business Associate may use PHI to create information that is not individually identifiable health information, as permitted by 45 CFR 164.502(d) and 164.514 ("Deidentified Information"). Business Associate shall own the De-identified Information, under copyright and all other applicable laws or legal doctrines.

4. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Individual Restrictions.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notices.

(b) Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with the Privacy Rule, to the extent that such restriction may affect Business Associate's use or disclosure of PHI at least thirty (30) days in advance of the date upon which compliance by the Business Associate is required. If Covered Entity agrees not to disclose an item or service paid for entirely out of pocket by an individual to a Health Plan for payment or health care operations purposes, unless such disclosure is required by law ("Self-Pay Services"), the following additional conditions shall apply: (i) Covered Entity will be responsible for providing timely written notice to Business Associate that an individual has requested non-disclosure; (ii) Absent such timely written notice, Covered Entity will indemnify and hold harmless Business Associate for any costs or damages arising out of the failure to give the notice; (iii) Covered Entity is solely responsible for determining whether there is an

applicable legal requirement that nevertheless requires such disclosure; ((iv) Business Associate may rely on Covered Entity's instructions not to disclose; and (v) Covered Entity will indemnify and hold Business Associate harmless from costs or damages arising from such reliance. Business Associate will use reasonable efforts to comply with all such limitations, subject to timely receipt of notice from Covered Entity, as specified above.

5. Permissible Requests or Disclosures

(a) Except as specifically provided in this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would be impermissible under the Privacy Rule if done by Covered Entity itself. Without limiting the generality of the foregoing, Covered Entity will provide, and Business Associate will request, no more than the minimum necessary amount of Covered Entity's PHI required for the performance of Business Associate's services. Business Associate and Covered Entity will comply with the Guidance on "minimum necessary" PHI set to be issued by the Secretary.

(b) To the extent that Business Associate carries out, undertakes or assists with any of the obligations of Covered Entity under the Privacy Rule, Business Associate affirms that it will comply with all applicable provisions of the Privacy Rule to the best of its ability in doing so.

6. Term

(a) Term. This Agreement is effective as of DATE, and replaces any prior Business Associate Agreement between the parties.

7. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Standards, or Regulations or Guidance means the referenced material in its most current effective form, as of the Effective Date or as subsequently amended, supplemented or implemented.

(b) State Privacy Laws. Covered Entity will support and assist Business Associate in this regard by advising Business Associate of state privacy laws, if any, requiring non-routine confidential handling.

(c) Amendment. The parties agree that in the event that either party reasonably determines that the provisions of this Agreement require amendment based on the HITECH Act (including, but not limited to, Guidance or Regulations to be published by the Secretary after the Effective Date of this Agreement), or other legislative or regulatory changes to the Privacy Rule or Security Standards, the party may notify the other in writing, including the basis for its belief in reasonable detail, and the other parties will thereafter promptly meet and negotiate appropriate amendments to this Agreement necessary to assure compliance by Business Associate and/or Covered Entity.

(d) Survival. The respective rights and obligations of the parties under this Agreement which require or contemplate compliance after termination of this Agreement shall survive the termination.


(e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Covered Entity and Business Associate to comply with the Privacy Rule or the Security Standards, as appropriate.

In witness whereof, Covered Entity and Business Associate have executed this Business Associate Agreement, effective as set forth above.

Covered Entity:

Provider Name: _____

Tax ID: 116000351

Signature: 

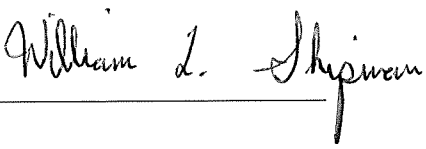
Printed Name: DONNA W. GAYDEN

Title: CITY MANAGER

Date: 2/2/2022

Business Associate:

Company Name: MultiMed Billing Service, Inc.

Signature: 

Printed Name: William L. Shipman

Title: Senior Vice President

Date: 2-14-22

February 1, 2022

Item No. 7
Resolution No. 9/22

The following Resolution was moved by Pres. McInnis
and seconded by Ms. Treston :

Resolution Authorizing the City Manager to Enter into a
Contract for EMS Ambulance Billing and Collection Services
from the Most Responsible Proposer.

WHEREAS, after due advertising therefore, three proposals were received in the
Office of the City Purchasing Agent on Monday, October 25, 2021 for City of Long Beach EMS
Ambulance Billing and Collection Services as per specifications on file in the office of the City
Purchasing Agent; and

WHEREAS, a committee was established to review and evaluate the three
proposals; and

WHEREAS, MultiMed Billing Service, Inc., 21 Oswego Street, PO Box 535,
Baldwinsville, New York 13027 has been providing this service to the City since 2000 and is the
most responsible proposer at a cost of 5% of all monies collected, except Medicaid claims which
will be billed at \$10.00 per claim where Medicaid is the primary payer and \$5.00 per claim
where Medicaid is the secondary payer;

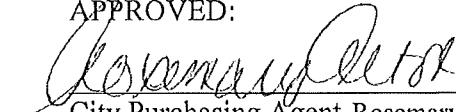
NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the
City Manager be and he hereby is authorized to enter into a contract with MultiMed Billing
Service, Inc., PO Box 535, Baldwinsville, New York 13027 for billing and collection services
for EMS ambulance services provided by the Long Beach Fire Department, for a period of three
(3) years with the option of the City to extend the contract for two (2) additional one-year terms
upon the terms and conditions outlined in the Request for Proposals and contract documents, at a
cost of 5% of all monies collected except Medicaid claims which will be billed at \$10.00 per
claim where Medicaid is the primary payer and \$5.00 per claim where Medicaid is the secondary
payer. Funds are available in Account No. A3410.54440 (Fire Dept.-Contracted Services).

February 1, 2022


Page 2
Item No. 7
Resolution No. 9/22

APPROVED:




City Purchasing Agent-Rosemary Alton

APPROVED AS TO ADMINISTRATION:



City Manager-Donna M. Gayden

APPROVED AS TO FUNDS:



City Comptroller-Inna Reznik

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel-Richard Berrios

VOTING:

- Council Member Posterli - AYE
- Council Member Lester - AYE
- Council Member Bendo - AYE
- Vice President Treston - AYE
- President McInnis - AYE