

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Approval of Business Associate Agreement with Emergency Billing, LLC.

DATE: 08/10/2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 08/17/2026

PURPOSE: To request Board approval of an updated Business Associate Agreement with Emergency Billing, LLC governing the use, disclosure, security, and protection of health information handled in connection with the County's emergency medical services billing.

BACKGROUND / HISTORY:

Emergency Billing, LLC provides ambulance billing services for Habersham County Emergency Services and must access protected health information to perform those services. A Business Associate Agreement was approved when the company was originally selected. Emergency Billing requested an updated agreement in connection with a voluntary SOC 2 audit of its information-security controls and business practices.

The updated agreement establishes the parties' responsibilities under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HITECH Act, and related federal privacy and security regulations. It applies to protected health information provided by, created by, or received by Emergency Billing on behalf of Habersham County.

FACTS AND ISSUES:

- Emergency Billing may use or disclose protected health information only as permitted by the agreement, as necessary to perform contracted billing services, as directed by the County, or as otherwise required by law.
 - Emergency Billing must use commercially reasonable safeguards and require its employees, representatives, subcontractors, and agents with access to protected health information to follow the same restrictions and protections.
 - Any unauthorized use, disclosure, or breach must be reported verbally and in writing to the County within 24 hours. Emergency Billing must mitigate harmful effects and pay the County's actual patient-notification costs when notification is legally required.
 - Emergency Billing must provide requested compliance records to the County within five days, provide information needed for amendment or disclosure-accounting requests within 15 days, and maintain required disclosure records for six years.
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- Upon termination, Emergency Billing must return or destroy protected health information within five days and retain no copies, including copies maintained on backup or electronic media, subject to the agreement's terms.
 - The agreement includes confidentiality requirements and requires Emergency Billing to indemnify, defend, and hold harmless the County and its workforce from actual and direct losses arising from a breach, negligence, or wrongful act or omission.
 - The agreement remains effective while the parties' obligations continue. The County may terminate immediately for a material breach or allow five business days to cure; either party may otherwise terminate upon 30 days' written notice.
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OPTIONS:

- 1) Approve recommendation: Approve Business Associate Agreement with Emergency Billing, LLC.
 - 2) Deny recommendation: Deny Business Associate Agreement.
 - 3) Commission defined alternative:
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RECOMMENDED SAMPLE MOTION:

Motion to approve the Business Associate Agreement with Emergency Billing, LLC and authorize the Chairman to execute the agreement on behalf of Habersham County.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: __

Jeffrey D. Adams _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") effective on _____ ("Effective Date") is entered into by and between Emergency Billing LLC and Habersham County, Georgia, a political subdivision of the State of Georgia

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published by the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all subsequent Acts and revisions related to HIPAA and the protection of health information.

B. The parties have a prior agreement dated _____ (the "Service Agreement") under which the Business Associate uses and/or discloses protected health information in its performance of services for the Covered Entity or,

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use and disclosure of protected health information which services are described in the Service Agreement. Except as otherwise specified herein, an only in accordance with applicable law, the Business Associate may make the uses of protected health information necessary to perform its obligations as set forth in the Services Agreement between the parties. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with the terms of this Business Associate Agreement (BAA), or (b) as directed by the Covered Entity.
2. Responsibilities of Business Associate. With regard to its use and/or disclosure of protected health information, the Business Associate hereby agrees to do the following:
 - a. Use and/or disclose the protected health information only as permitted or required by this Agreement or as otherwise required by law;

- b. Report to the designated privacy officer of the Covered Entity, in writing, any use and/or disclosure of the protected health information that is not permitted or required by this Agreement of which Business Associate becomes aware within twenty-four (24) hours of the Business Associate's discovery of such unauthorized use and/or disclosure;
- c. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.
- d. Use all commercially reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information;
- e. Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of protected health information that apply herein, including the obligation to return or destroy the protected health information as provided under (i) of this section.
- f. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
- g. Upon written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Covered Entity within five (5) days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement;
- h. Within fifteen (15) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject

individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528;

- i. Return to the Covered Entity or destroy, within 5 (five) days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which, for purposes of this Agreement shall mean destroy all backup tapes and other electronic media, including, but not limited to: CD-ROMs, DVDs, magnetic disks, etc.).
- j. In the event that Business Associate becomes aware of any breach of the terms set forth herein regarding privacy and security of information, including but not limited to improper or inadvertent disclosure of Covered Entities PHI, Business Associate agrees to give verbal AND written notice of such breach to Covered Entity within 24 hours. In the event that Covered Entity is required to disclose this breach to individual patient(s) under the Security Standards set forth in the HITECH Act, Business Associate agrees to pay Covered Entity for any actual costs associated therewith.
- k. To the extent that HIPAA and HITECH require direct compliance on the part of a business associate as defined by those Acts, Business Associate agrees that they understand their obligations as the business associate of a covered entity and they agree to abide by the rules and regulations created by these Acts, including but not limited to security of all PHI, notification of any breach as set forth above, allowing access to PHI and EPHI in the original format of the information, adherence to the minimum necessary standard, and keeping a log of all disclosures of PHI made during the course of this Agreement as set forth below.
- l. Keep a record of any and all disclosures of any protected health information in its control to third parties outside of the scope of treatment, payment or healthcare operations. This list of disclosures shall include patient identification, date, description of what was disclosed, identity of who the disclosure was made to, and the authority (including any release or authorization received by Business Associate) to release. This list shall be maintained and made available to Covered Entity for 6 years from the date of disclosure. This provision shall expressly survive termination of this Agreement.

3. Responsibilities of the Covered Entity. With regard to the use and/or disclosure of protected health information by the Business Associate, the Covered Entity hereby agrees:
 - a. To inform the Business Associate of any changes in the form of notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;
 - b. To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals whose protected health information may be used and/or disclosed by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and
 - c. To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522.
4. Business Associate's Comprehensive Representation and Warranty. Business Associate represents and warrants to Covered Entity:
 - a. that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
 - b. that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. Business Associate represents and warrants to Covered Entity that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement;
 - c. that it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
 - d. that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this

Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to Business Associate, respectively, by contract or otherwise, sufficient to enable Business Associate to fully comply with all provisions of this Agreement including, without limitation, the requirement that modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects and/or limits the uses and disclosures that are otherwise permitted under the Standard will be communicated to the Business Associate, in writing, and in a timely fashion;

- e. that it will reasonably cooperate with Covered Entity in the performance of the obligations required under this Agreement;
- f. that neither the Business Associate, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

5. Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

- a. at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates or

his or her authorized representative in order to meet a request by such individual under 45 C.F.R. 164.524.

- b. at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information to be amended.

- 6. Confidentiality Obligations. In the course of performing under this Agreement, the Business Associate may receive, be exposed to or acquire the Confidential Information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any information identified as confidential ("Confidential Information") of the Covered Entity. For purposes of this Agreement, "Confidential Information" shall not include Protected Health Information, the security of which is the subject of this Agreement and is provided for elsewhere. Business Associate, including their employees, agents or representatives (i) shall not disclose to any third party the Confidential Information of the Covered Entity except as otherwise permitted by this Agreement, (ii) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (a) after it becomes publicly available through no fault of either Party; (b) which is later publicly released by either Party in writing; (c) which is lawfully obtained from third parties without restriction; or (d) which can be shown to be previously known or developed by either Party independently of the other Party.
- 7. Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party", against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnifying party". Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any

With a Copy (which copy will not serve as effective notice) to:

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the
____ day of _____, 20____.

Business Associate

By: _____

Name: _____

Title: _____

Date: _____



Habersham County
Covered Entity

By: Bruce Harkness

Name: Bruce Harkness

Title: Chairman

Date: 8-17-26

Date: _____