BUSINESS ASSOCIATES AGREEMENT FOR CLARK COUNTY EMERGENCY MEDICAL SERVICES DISTRICT NO. 2'S DESIGNATION OF CLARK COUNTY FIRE DISTRICT NO. 6 TO PROVIDE REVIEW AND ANALYSIS OF DATA DOCUMENTING PERFORMANCE OF CONTRACTED EMERGENCY MEDICAL SERVICES PROVIDER.

WHEREAS, the City of Vancouver, a municipal corporation organized and existing under the laws of the State of Washington, (hereinafter the "COV") and Clark County Emergency Medical Services District #2 (hereinafter, "EMSD2"), hereinafter also collectively referred to as the "Parties," entered into an Interlocal Agreement for the provision of Ambulanced Transport Services effective January 1, 2015 through December 31, 2019; and

WHEREAS, the parties agreed the COV shall provide reports to EMSD2, as set forth in the Agreement, within THIRTY (30) days of receipt of the reports by COV; and

WHEREAS, EMSD2 and COV have entered into a **Business Associates Agreement** to ensure compliance under HIPAA; and

WHEREAS, EMSD2 has designated Clark County Fire District No. 6 to review and analyze data provided to ESMD2 by COV documenting the performance and quality of Emergency Medical Services provided by the contracted emergency medical services provider for EMSD2.

WHEREAS, because EMSD2 anticipates that some of the data provided to Clark County Fire District No. 6 will contain information protected by the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA",) the parties wish to enter into this **Business Associates Agreement** to ensure compliance under HIPAA.

NOW THEREFORE, the Parties agree to adopt and abide by the terms and conditions of the attached **Business Associate Agreement**.

Attached as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Business Associates Agreement for the Interlocal to be executed in their respective names by their duly authorized officers.

FOR EMSD2:

Chair

Attest:

Rebecca Tilton, Clerk of the Board

FOR CLARK COUNTY FIRE DISTRIC No. 6:

_____

Title:

EXHIBIT "A"

BUSINESS ASSOCIATES AGREEMENT

1. DEFINITIONS.

A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Clark County Fire District No. 6.

B. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Emergency Medical Services District, No. 2.

C. 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).

D. 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.

E. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

F. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

G. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

A. The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

B. The Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

C. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of the Agreement.

D. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.

E. The Business Associate agrees in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors or associates that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

F. The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

G. The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

H. The Business Associate agrees to make internal practices., books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

I. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

J. The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance the agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.
NOT APPLICABLE

4. GENERAL USE AND DISCLOSURE PROVISIONS.

Except as otherwise limited in the Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.

5. SPECIFIC USE AND DISCLOSURE PROVISIONS.

A. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

B. Except as otherwise limited in the Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, 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.

C. Except as otherwise limited in the Agreement , the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

6. **OBLIGATIONS OF COVERED ENTITY.**

NOT APPLICABLE

7. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

NOT APPLICABLE

8. PERMISSIBLE REQUEST BY COVERED ENTITY.

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would be permissible under the Privacy Rule if done by the Covered Entity.

9. TERM AND TERMINATION.

A. Term. The term of this addendum shall be effective as of the Agreement is effective, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with this addendum.

B. Termination for Cause. Except as provided in the Agreement, upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity shall either:

1) provide an opportunity for the Business Associate to cure the breach, or end the violation and terminate this addendum and the Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

2) immediately terminate this addendum and the Agreement if the Business Associate has breached a material term of this addendum and cure is not possible; or

3) if neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

C. Effect of Termination.

1) Except as provided in paragraph 2) below, upon termination of this addendum, for any reason, the Business Associate shall return or destroy all Protected Health Information from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

2) In the event that the Business Associate determines that returning or destroying Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

10. MISCELLANEOUS.

A. Regulatory References. A reference in this addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

B. Amendment. The parties agree to take such action as is necessary to amend this addendum from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

C. Survival. The respective rights and obligations of the Business Associate under this addendum shall survive the termination of the Agreement.

D. Interpretation. Any ambiguity in this addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

E. Ratification. Any and all acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.