



COB's Contract
eRouter

Number
(Assigned by FINANCE)

2003-0322

Tracking Number: LLMM-5RBL8Y
Type: Contract
Dept: Fire

Contracting Party	North Washington Collections	Original Cont #	
Name/Project #	HIPAA REQUIRED BUSINESS ASSOCIATE AGREEMENT		
Termination Date		If Contract is Extended, New Termination Date:	
City Project Mgr	David Hammers		
Certificate of Insurance:	<input type="radio"/> Attached <input type="radio"/> Waived <input checked="" type="radio"/> N/A		
Is Notary required?	No		
P.O. Required?	No	Maximum Payable \$\$	<input type="checkbox"/> See Contract
Exhibits Attached:	<input type="radio"/> Yes <input type="radio"/> No		
Special Instructions:	send certified copy to business associate → N.W.A Collections 9-24-03		

9/19 Distribution: Original - Attach to Contract, Copy: Return to Originating Dept.
Modification of Contract - Attach Copy of Original Contract to Physical document

Approval Cycle Settings

- Approval conditions: 100 % approval
 - Routing method: Serial (one at a time)
 - Allow Approver comments: Grp_eRouter Yes
 - Automatically Delegate to Assistant...: Yes No
 - Automatically Skip Approvers...: Yes No
- Days until skipped/delegated

Notification

Access

9/22/03 Rec'd Finance
9/24/03 notes/ITSD/scan

**HIPAA REQUIRED BUSINESS ASSOCIATE AGREEMENT
CITY OF BELLINGHAM AND NORTH WASHINGTON COLLECTIONS, INC.**

This Business Associate Agreement (this "Agreement") is entered into by and between North Washington Collections, Inc. (" hereinafter Business Associate") and the City of Bellingham (herinafter "the City") and dated effective April 14, 2003 (the "Effective Date").

RECITALS

- A. The City of Bellingham through Whatcom Medic One is a health care provider. The U.S. Department of Health and Human Services has issued final regulations on Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") at 45 C.F.R. Parts 160 and 164 pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of Individually Identifiable Health Information obtained, created or maintained by certain entities, including health care providers.
- B. Business Associate provides bill collection services to the City which involve the disclosure of Protected Health Information ("PHI") by the City to Business Associate.
- C. The City is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI disclosed by, or created or received by Business Associate on behalf of the City.
- D. The parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Effect.** This Agreement supplements, modifies and amends any and all agreements, whether oral or written, between the parties involving the disclosure of PHI by the City to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of the City. The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in any other agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limitation of the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Agreement.

2. **Terms Used.** Terms used herein without definition shall have the same meaning ascribed to them in 45 C.F.R. Parts 160 and 164.

3. **Permitted Uses and Disclosures of Protected Health Information.** Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI to perform agreed-upon functions, activities, or services for or on behalf of the City provided that such use

or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses not authorized by the Agreement are prohibited.

4. Responsibilities of Business Associate with Respect to Protected Health Information.

With regard to the use and disclosure of PHI, Business Associate hereby agrees to do the following:

- a. to use and disclose PHI only as permitted or required by this Agreement or as Required By Law.
- b. to use appropriate safeguards to prevent the use and disclosure of PHI other than as provided for by this Agreement.
- c. to report to the City any use or disclosure of PHI that is not provided for by this Agreement.
- d. to ensure that all agents, including subcontractors, to whom it provides PHI received from, or created or received by, Business Associate on behalf of the City agree to the same restrictions and conditions on the use and disclosure of PHI that apply to Business Associate pursuant to this Agreement with respect to such information.
- e. to provide access (at the request of, and in the time and manner designated by, the City) to PHI in a Designated Record Set to the City or, as directed by the City, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. This provision shall be applicable only if Business Associate has PHI in a Designated Record Set.
- f. to make any amendment(s) (at the request of, and in the time and manner designated by the City) to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 C.F.R. 164.526.
- g. to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of the City available to the City, or at the request of the City, to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining the City's or Business Associate's compliance with the Privacy Rule.
- h. to document such disclosures of PHI and information related to such disclosures as would be required for the City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.
- i. to provide to the City, in a time and manner agreed upon by the parties, information collected in accordance with Section 3(h) of this 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 C.F.R. 164.528.

5. **Responsibilities of the City with Respect to Protected Health Information.** If deemed applicable by the City, the City shall:

- a. provide Business Associate with the notice of privacy practices that the City produces in accordance with 45 C.F.R. 164.520 as well as any changes to such notice.
- b. provide Business Associate with any changes in, or revocation of, permission by Individual to the use or disclosure of PHI, if such changes affect Business Associate's permitted or required uses or disclosures.
- c. notify Business Associate of any restriction to the use or disclosure of PHI that the City has agreed to in accordance with 45 C.F.R. 164.522.

6. **Specific Use and Disclosure by Business Associate.** Except as otherwise limited in this Agreement, Business Associate may:

- a. use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom PHI 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 PHI has been breached.
- c. use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. 164.502(j)(1).

7. **Term and Termination.**

- a. **Term.** Notwithstanding the date of execution of this agreement, the term of this Agreement shall be effective as of April 14, 2003, and shall terminate when all of the PHI provided by the City to Business Associate, or created or received by Business Associate on behalf of the City, is destroyed or returned to the City, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7(c) herein.
- b. **Termination for Cause.** Either party may terminate this Agreement if one party determines the other has breached a material term of this Agreement; provided, however, that party allegedly in breach shall have the opportunity to cure the breach or end the violation within thirty (30) days of receipt of notice of breach and this Agreement shall not terminate if the breach is cured or the violation is ended within such thirty (30) day period.
- c. **Effect of Termination.**

- (1) Except as provided in subparagraph (2) of this Section 7(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from the City, or created or received by Business Associate on behalf of Covered Entity. This Section 7(c)(1) shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide in writing to the City notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Miscellaneous.

- a. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the City to comply with the requirements of the Privacy Rule and HIPAA.
- b. Survival. The respective rights and obligations of Business Associate under Section 7(c) shall survive the termination of this Agreement.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the City to comply with the Privacy Rule.
- d. No Third Party Beneficiary. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

Executed this 26 day of August, 2003 for North Washington Collection, Inc.



PRESIDENT

Executed this 19th day of Sept, 2003 for the CITY OF BELLINGHAM:



MARK ASMUNDSON, MAYOR

ATTEST:

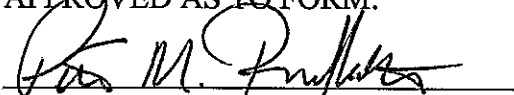


FINANCE DIRECTOR

DEPARTMENTAL APPROVAL:



APPROVED AS TO FORM:



OFFICE OF CITY ATTORNEY