

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement "Agreement" is entered into effective the 1st day of October, 2018 by REACH, a Program of Evergreen Treatment Services "Business Associate" and the Renton Regional Fire Authority "Covered Entity."

RECITALS

1. Covered Entity is a municipal corporation organized and operating in the State of Washington that provides emergency and non-medical emergency services to its patients including care coordination services.
2. Business Associate is a social service provider that provides health care management services to its clients and maintains certain confidential protected Health Information and records concerning its patients. Business Associate is working with Covered Entity on a Pilot Project in which Business Associate and Covered Entity will share patient information for the purpose of improving patient health care, patient care coordination, reducing health care costs and related functions that do not include treatment. "Services."
3. Covered Entity and Business Associate have agreed to conduct all of their business in compliance with all applicable federal, state and local statutes, regulations, rules and policies, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and associated rules as set forth in 45 CFR parts 160 and 164 ("HIPAA"); and
4. In order to provide the Services, Business Associate and its directors, officers, partners, employees, advisors, agents and consultants (the "Agents"), will require access to Health Information that identifies Covered Entity patients.
5. For purposes of this Agreement, Health Information includes information created or received by the Covered Entity that relates to health care services provided to a Covered Entity patient, including demographic information collected from patients and other individuals, that identifies the individual patient or with respect to which there is a reasonable basis upon which to believe that the information can be used to identify an individual patient; and
6. It appears that the Business Associate is a Business Associate of the Covered Entity as that term is defined in the HIPAA regulations; and
7. Covered Entity is willing to provide Business Associate with access to the Health Information to enable Business Associate to perform the Services consistent with chapter 70.02 RCW and HIPAA.

AGREEMENT

In consideration for granting Business Associate access to the Health Information and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate agrees as follows:

1. **Permitted Uses.** Business Associate may use or disclose Covered Entities Health Information as necessary to perform Business Associate's Services as set forth in Recital 2 above and any Underlying Contracts between Business Associate and Covered Entity.
2. **Confidentiality.** Business Associate and its Agents agree to keep the Health Information strictly confidential and will use and/or disclose the Health Information solely for the purpose of providing the Services. Business Associate will disclose the contents of the Health Information to its Agents only as minimally necessary and only to the extent required for the Business Associate to provide the Services.
3. **Confidentiality and Subcontractors.** Business Associate agrees to ensure that any subcontractors 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.
4. **General Privacy Compliance.** Business Associate shall maintain and safeguard the privacy, security, and confidentiality of all Health Information transmitted or received from the Covered Entity in accordance with the provisions of chapter 70.02 RCW and HIPAA, as amended, and in accordance with all other applicable federal, state and local statutes, regulations and Covered Entity policies regarding the confidentiality of patient Health Information.
5. **Minimum Necessary.** Business Associate agrees to limit all uses and disclosures of Health Information to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Business Associate agrees that in all uses and disclosures that it will include only the minimum amount of Health Information necessary to accomplish the purpose of the use or disclosure as necessary for Business Associate to perform the Services.
6. **Underlying Contracts.** This Agreement is incorporated into all existing and current contract(s) "Underlying Contracts" between the parties under which Business Associate is carrying out activities or functions involving the use of Covered Entities Health Information.
7. **Privacy and Security Obligations.** On receipt of Health Information, Business Associate will:
 - 7.1. Not use or further disclose the Health Information other than as permitted or required by this Agreement, or as required by law;
 - 7.2. Use appropriate safeguards to prevent the use or disclosure of such Health Information other than as provided for by this Agreement;
 - 7.3. Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.
 - 7.4. Business Associate shall not engage in any sale (as defined in the HIPAA Rules) of Protected Health Information.

7.5. Ensure that any agents, including subcontractors, to whom Business Associate provides Health Information agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Health Information;

7.6. Make Health Information available for inspection and copying in a manner consistent with Covered Entity Policy and all applicable laws;

7.7. Make Health Information available for amendment and incorporate any amendments to Health Information in a manner consistent with Covered Entity Policy and all applicable laws;

7.8. Make Health Information available as required to provide an accounting of disclosures in a manner consistent with Covered Entity Policy and all applicable laws;

7.9. Incorporate any amendments or corrections to the Health Information when notified in a manner consistent with Covered Entity Policy and all applicable laws;

7.10. Maintain all records of Health Information received from, or created or received on behalf of, the Covered Entity and document subsequent uses and disclosures in a manner consistent with Covered Entity Policy and all applicable laws. Business Associate shall maintain such records and accountings for a minimum of six years;

7.11. Make Business Associate's internal practices, books and records relating to the use and disclosure of Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Secretary of Health and Human Services ("HHS") for purposes of determining the Covered Entity's compliance with HIPAA;

7.12. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity.

7.13. At termination of the Agreement, if feasible, return or destroy all Health Information that the Business Associate still maintains in any form and retain no copies of such Health Information or, if such return or destruction is not feasible, extend the protection of this Agreement to the Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Health Information not feasible.

8. De-Identification.

9. Creation of De-identified Data. In the event Business Associate wishes to convert PHI to DID, it must first subject its proposed plan for accomplishing the conversion to Covered Entity for Covered Entities approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 C.F.R. Part 164.514. Business Associate may only use DID as directed or otherwise agreed to by Covered Entity.

10. Breaches and Security Incidents.

10.1. Reporting.

10.1.1. Impermissible Use or Disclosure. Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this BAA immediately and not more than seventy-two (72) hours after Business Associate discovered such non-permitted use or disclosure.

10.1.2. Breach of Unsecured Protected Health Information. Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information immediately and not more than seventy-two (72) hours after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR 164.410. Business Associate will make the notice and report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report and available information will be provided in a subsequent report as soon as reasonably possible:

10.1.2.1. Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach, and the number of individuals who are subject to a Breach;

10.1.2.2. Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

10.1.2.3. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

10.1.2.4. Identify what corrective or investigative action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

10.1.2.5. Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

10.1.2.6. Provide such other information, including a written report and risk assessment under 45 CFR 164.402, as Covered Entity may reasonably request.

10.2. Security Incidents. Business Associate will report to Covered Entity any Security Incidents of which Business Associate become aware. Business Associate will make this report and treat a Security Incident as provided in the provisions set forth above.

10.3. Mitigation. Business Associate shall mintage, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this BAA. Business Associate at its sole expense, or, if Covered Entity elects to carry out some or all mitigation efforts, reimburse Covered Entity for its reasonable costs and expenses (including without limitation administrative costs, costs of legal action and attorney engagement, and payment of fines, settlements and damages) incurred in connection with mitigation efforts.

11. Indemnification. Business Associate agrees to defend, indemnify, and hold harmless Covered Entity and its commissioners, employees, officers and agents against any and all claims, demands, causes of action, losses, damages, liabilities, judgment, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by the Covered Entity or its commissioners, employees, officers and agents as a result of any violation of, or failure to comply with, the provisions of this Agreement by Business Associate and/or its Agents.

12. Limitation of Liability. Business Associate acknowledges and understands that Covered Entity makes no representations or warranties, express or implied, regarding the content or completeness of the Health Information provided to Business Associate. Business Associate agrees to release Covered Entity and its commissioners, employees, officers and agents, from all claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees) asserted against or incurred by Business Associate or its Agents by reason of the use or disclosure of the Health Information.

13. Breach of Agreement - Termination.

13.1. In the event that the Covered Entity becomes aware of a pattern or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under this Agreement, which breach is not cured within five (5) days after notice is provided to the Business Associate, this Agreement shall terminate.

13.2. In the event of a default or breach by the Business Associate as set forth in Section 9.1 of this Agreement, the Covered Entity shall have available to it any legal or equitable right or remedy to which Covered Entity is entitled, including but not limited to, injunctive relief. Covered Entity shall not be deemed to have waived any of its rights or remedies because of its failure or delay in exercising any such right or remedy in a particular instance.

14. Continuing Privacy and Security Obligations. Business Associate's obligations to protect the privacy and safeguard the security of Protected Health Information as specified in this BAA will be continuous and survive termination or other conclusion of this BAA.

15. Re-Negotiation. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, regulations promulgated pursuant to HIPAA.

16. Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

17. Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least seven (7) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within seven (7) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for an accounting of disclosure.

18. Miscellaneous Provisions.

18.1. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

18.2. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, and any successor to the parties whether by operation of law or otherwise.

18.3. All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage pre-paid, addressed to the party for whom it is intended at its address as set forth below. Any address for the giving of notice may be changed by giving notice to that effect to the other party. Each such notice shall be deemed to have been given on the date of its receipt by the party for whom it was intended.


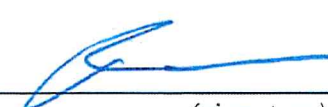
18.4. If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.

18.5. This Agreement contains the entire understanding of the parties with regard to the subject matter hereof, and supersedes all other agreements and understandings, written and oral, relating to the subject matter hereof. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by a writing executed by both of the parties or, in the case of a waiver, by the party waiving compliance. The waiver of any one breach shall not be construed as a waiver of any rights or remedies with respect to any other breach or subsequent breach.

18.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be performed entirely within such State, with regard to principles of conflicts of law. The venue of any action arising under this Agreement shall be in King county Washington.

18.7. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and together shall constitute one and the same Agreement.

19. **Term.** The term of this Agreement shall be identical to the term specified in any Underlying Contracts, the terms of which are incorporated herein by this reference. Any provision of this Agreement which by its terms is intended to survive the termination or expiration of this Agreement shall so survive.

BUSINESS ASSOCIATE: REACH By:  (signature) Print Name: Linda Kruger, COO	COVERED ENTITY: Renton Regional Fire Authority By:  (signature) Print Name: Rick Marshall, Fire Chief
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DATE: <u>10-3-18</u>	DATE: <u>9/26/2018</u>
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NOTICES TO BE SENT TO: <i>Executive Director Evergreen Treatment Services 1700 Airport Way S Seattle WA 98134</i>	NOTICES TO BE SENT TO: Renton Regional Fire Authority 1055 S. Grady Way Renton, WA 98057
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2. Business Associate is a municipal corporation organized and operating in the State of Washington that maintains certain confidential protected Health Information and records concerning its patients. Business Associate is working with Covered Entity on a Pilot Project in which Business Associate and Covered Entity will share patient information for the purpose of improving patient health care, patient care coordination, reducing health care costs and related functions that do not include treatment. "Services."
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6. It appears that the Business Associate is a Business Associate of the Covered Entity as that term is defined in the HIPAA regulations; and
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11. Indemnification. Business Associate agrees to defend, indemnify, and hold harmless Covered Entity and its commissioners, employees, officers and agents against any and all claims, demands, causes of action, losses, damages, liabilities, judgment, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by the Covered Entity or its commissioners, employees, officers and agents as a result of any violation of, or failure to comply with, the provisions of this Agreement by Business Associate and/or its Agents.

12. Limitation of Liability. Business Associate acknowledges and understands that Covered Entity makes no representations or warranties, express or implied, regarding the content or completeness of the Health Information provided to Business Associate. Business Associate agrees to release Covered Entity and its commissioners, employees, officers and agents, from all claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees) asserted against or incurred by Business Associate or its Agents by reason of the use or disclosure of the Health Information.

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13.2. In the event of a default or breach by the Business Associate as set forth in Section 9.1 of this Agreement, the Covered Entity shall have available to it any legal or equitable right or remedy to which Covered Entity is entitled, including but not limited to, injunctive relief. Covered Entity shall not be deemed to have waived any of its rights or remedies because of its failure or delay in exercising any such right or remedy in a particular instance.

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18.2. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, and any successor to the parties whether by operation of law or otherwise.

18.3. All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage pre-paid, addressed to the party for whom it is intended at its address as set forth below. Any address for the giving of notice may be changed by giving notice to that effect to the other party. Each such notice shall be deemed to have been given on the date of its receipt by the party for whom it was intended.



18.4. If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.

18.5. This Agreement contains the entire understanding of the parties with regard to the subject matter hereof, and supersedes all other agreements and understandings, written and oral, relating to the subject matter hereof. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by a writing executed by both of the parties or, in the case of a waiver, by the party waiving compliance. The waiver of any one breach shall not be construed as a waiver of any rights or remedies with respect to any other breach or subsequent breach.

18.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be performed entirely within such State, with regard to principles of conflicts of law. The venue of any action arising under this Agreement shall be in King county Washington.

18.7. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and together shall constitute one and the same Agreement.

19. Term. The term of this Agreement shall be identical to the term specified in any Underlying Contracts, the terms of which are incorporated herein by this reference. Any provision of this Agreement which by its terms is intended to survive the termination or expiration of this Agreement shall so survive.

COVERED ENTITY: REACH By:  (signature) Print Name: Linda Kruger, COO	BUSINESS ASSOCIATE: Renton Regional Fire Authority By:  (signature) Print Name: Rick Marshall, Fire Chief
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DATE: <u>10-3-18</u>	DATE: <u>9/26/2018</u>
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NOTICES TO BE SENT TO: <i>Executive Director</i> <i>Evergreen Treatment Services</i> <i>1700 Airport Way S</i>	NOTICES TO BE SENT TO: Renton Regional Fire Authority 1055 S. Grady Way Renton, WA 98057
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Seattle WA 98134

**MEMORANDUM OF UNDERSTANDING
RENTON REGIONAL FIRE AUTHORITY
REACH**

THIS MEMORANDUM OF UNDERSTANDING "MOU" is entered into by and between the Renton Regional Fire Authority "RFA", and REACH, a Program of Evergreen Treatment Services, a Washington Non-Profit Corporation "REACH" collectively referred to as "Parties."

RECITALS

1. REACH provides social services, including integrated health manager services to vulnerable populations within the RFA's service area.
2. The RFA through its FDCARES division employs certified Licensed EMS personnel and licensed Registered Nurses (RNs) who have the necessary expertise to support REACH's services.
3. The purpose of this MOU is to establish the terms of a collaboration between the RFA and REACH to participate in a 12-month pilot project aimed at integrating the RFA's FDCARES services with REACH's street-based case management services to improve service / outcomes for community members.

AGREEMENT

In consideration of the mutual rights and obligations established herein, the parties agree as follows:

1. **RFA Responsibilities:** The RFA agrees to perform the following:
 - 1.1. Provide funding of \$20,000 to hire a REACH case manager that is dedicated to serve individuals in the RFA response area.
 - 1.2. Develop a list of RFA must-haves and non-negotiables, user requirements, and success measures for the pilot project on or before _____, 20__.
 - 1.3. Pilot test the new workflows.
 - 1.4. Commit 1-2 RFA representatives to a Steering Committee that will function as described in Section 3.
 - 1.5. Commit 1-2 RFA representatives to a Workgroup that will function as described in Section 4.
 - 1.6. Review findings of the pilot project with the workgroup and stakeholders.
2. **REACH Responsibilities.**
 - 2.1. Hire, train, and staff a case manager that will be assigned to work with the RFA during the pilot project.

- 2.1.1. Assign the case worker a minimum caseload of 10-15 individuals from the RFA's response area at any given time. This caseload will be dynamic, with some clients leaving after being connected to services and replaced with new clients, while other clients may stay on for the duration of the program.
 - 2.1.2. The case worker is expected to provide services to a total of approximately 35-40 individuals from the RFA response area over the 12-month pilot period.
 - 2.2. Develop a list of REACH must-haves and non-negotiables, user requirements, and success measures for the pilot project on or before _____, 20__.
 - 2.3. Pilot test the new workflows.
 - 2.4. Commit 1-2 REACH representatives to a Steering Committee that will function as described in Section 3.
 - 2.5. Commit 1-2 REACH representatives to a Workgroup that will function as described in Section 4.
 - 2.6. Review findings of the pilot test with the Workgroup and stakeholders.
3. **Steering Committee Responsibilities.** The Steering Committee will consist of 2-4 members appointed by REACH and the RFA to work with third party vendors, King County Emergency Medical Services and the University of Washington to design and execute the pilot project. The Steering Committee shall be specifically responsible for performing the following functions on behalf of the RFA and DESC:
 - 3.1. Inform pilot project design and pilot project evaluation.
 - 3.2. Provide support and guidance to Workgroup, RFA and DESC and the pilot project partners while providing oversight of pilot project progress.
4. **Workgroup Responsibilities.** The Workgroup will consist of 2-4 members appointed by REACH and the RFA to perform the following functions:
 - 4.1. Pilot test the workflow in a lean and agile adaptive process and provide timely feedback to the RFA, REACH and the Steering Committee.
 - 4.2. All Workgroup members shall read meeting materials in advance and come prepared to all workgroup meetings to substantively contribute to the evaluation and development of pilot testing process and objectives.
 - 4.3. All Workgroup members shall actively engage in discussions and contribute expertise to decision-making process during the workgroup meetings.
5. **Liability:** The parties acknowledge that this MOU does not alter applicable law governing the potential liability of any party or employee or agent thereof. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties hereto or by any party against the other.

6. **Term.** This Memorandum of Understanding shall be effective on mutual execution of both parties and shall remain in force until the pilot project is completed or until either Party provides written notice of cancellation to the other Party.

Dated: 9/26/2018

Renton Regional Fire Authority

By: 
Rick Marshall, Chief

Dated: 10-3-18

REACH

By: , COO