

BUSINESS ASSOCIATE SERVICE AGREEMENT

This Business Associate Agreement “Agreement” is entered into effective the last date of signature below by Renton Regional Fire Authority “RRFA”, a municipal corporation of the State of Washington organized and operating pursuant to Title 52 RCW and the City of Renton “Business Associate.”

RECITALS

1. RRFA is a provider of emergency medical services and maintains certain confidential protected Health Information and records concerning its patients; and
2. Business Associate provides may require access to patient care records under its Fire Investigation Services Agreement with RRFA “Services.”
3. RRFA 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, chapter 70.02 RCW and 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 RRFA patients.
5. For purposes of this Agreement, Health Information includes information created or received by the RRFA that relates to health care services provided to a RRFA 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 RRFA as that term is defined in the HIPAA regulations; and
7. RRFA 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. **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.

2. Confidentiality and Subcontractors. Contractor 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.

3. General Privacy Compliance. Business Associate shall maintain and safeguard the privacy, security, and confidentiality of all Health Information transmitted or received from the RRFA 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 RRFA policies regarding the confidentiality of patient Health Information.

4. 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.

5. Privacy and Security Obligations. On receipt of Health Information, Business Associate will:

5.1. Not use or further disclose the Health Information other than as permitted or required by this Agreement, or as required by law;

5.2. Use appropriate safeguards to prevent the use or disclosure of such Health Information other than as provided for by this Agreement;

5.3. Report to RRFA any use or disclosure of such Health Information not provided for by this Agreement of which Business Associate becomes aware; whether such use, disclosure, breach or security incident is caused by Business Associate or Business Associate's subcontractors;

5.4. 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;

5.5. Make Health Information available for inspection and copying in a manner consistent with RRFA Policy and all applicable laws;

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

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

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

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

5.10. 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 RRFA available to the Secretary of Health and Human Services ("HHS") for purposes of determining the RRFA's compliance with HIPAA;

5.11. 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.

5.12. 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.

6. De-Identification. Business Associate may store, analyze, access and use components of Health Information that have been "de-identified" and that do not contain individually identifiable Health Information, provided that any such use is then consistent with applicable law.

7. Indemnification. Business Associate agrees to defend, indemnify, and hold harmless RRFA 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 RRFA 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.

8. Limitation of Liability. Business Associate acknowledges and understands that RRFA 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 RRFA 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.

9. Breach of Agreement - Termination.

9.1. In the event that the RRFA 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 business (5) days after notice is provided to the Business Associate, this Agreement shall terminate.

9.2. In the event of a default or breach by the Business Associate as set forth in Section 9.1 of this Agreement, the RRFA shall have available to it any legal or equitable right or remedy to which RRFA is entitled, including but not limited to, injunctive relief. RRFA 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.

10. 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.

11. Miscellaneous Provisions.

11.1. This Agreement shall not be assignable by either party without the other's prior written consent. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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 in the county of the RRFA's location.

11.6. 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.

12. Term. The term of this Agreement shall be identical to the term specified in the Professional Services Agreement, 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.

CITY OF RENTON By: <u></u> Armondo Pavone (Jul 8, 2024 11:13 PDT) <i>(signature)</i> Print Name: Armondo Pavone, Mayor DATE: <u>07/08/2024</u>	RENTON REGIONAL FIRE AUTHORITY: By: <u><i>Steven C Heitman</i></u> Steven C Heitman (Jun 11, 2024 15:42 PDT) <i>(signature)</i> Print Name: Steve Heitman, Fire Chief DATE: <u>06/11/2024</u>
NOTICES TO BE SENT TO: City of Renton 1055 S Grady Way Renton, WA 98057	NOTICES TO BE SENT TO: Renton Regional Fire Authority 18002 108th Ave SE Renton, WA 98055

City of Renton RRFA Business Associate Agreement

Final Audit Report

2024-07-08

Created:	2024-06-11
By:	Christine Noddings (Cnoddings@rentonrfa.org)
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 Signer apavone@rentonwa.gov entered name at signing as Armondo Pavone

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