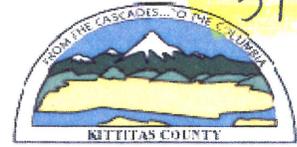


# 31926



# Kittitas County Review Form Grants & Contract Agreement

Today's Date 10/26/15	Agenda Date 12/1/15
Fund/Department 116-Public Health	

### Contract/Grant Information

Contract /Grant Agency: Business Associate Agreement between Kittitas County Fire District 2 and Kittitas County Public Health Department.	
Period Begin Date: Upon Signature	Period End Date: Upon termination of either party
Total Grant/Contract Amount: None	
Grant/Contract Number:	
Contract/Grant Summary: The Business Associate Agreement is between Kittitas County Fire District 2 and Kittitas County Public Health Department (KCPHD) to ensure that KCPHD will appropriately safeguard protected health information that is created, received, maintained, or transmitted on behalf of the Kittitas County Fire District 2 in compliance with the Health Insurance Portability and Accountability Act of 1996.	

### Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_

Department Head Signature: [Signature], Administrator Date: 12/7/15

### Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

<u>[Signature]</u>	<u>11/3/2015</u>
Signature of Prosecutor's Office	Date
<u>[Signature]</u>	<u>11/16/15</u>
Signature of Auditor's Office	Date
_____ Signature of Board of Health member	_____ Date

### Financial Information

Total Amount \$	State Funds \$	Federal Funds \$
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Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$ Explain	
Is Equipment being purchased?	Who owns equipment?	
New Personnel being hired?	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

### Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

### Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

### Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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### County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

### Submitted

Signature:	Date:
Department:	

### Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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Reviewer	Date
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# KITTITAS VALLEY FIRE & RESCUE

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PO Box 218 • Ellensburg, WA 98926 • (509) 933-7231 • Fax (509) 933-7245 • hills@kvfr.org

## **Kittitas County Fire District 2 Business Associate Agreement Between Kittitas County Fire District 2 and Kittitas County Public Health Department**

This Business Associate Agreement (“Agreement”) between Kittitas County Fire District 2 and Kittitas County Public Health Department (KCPHD) is executed to ensure that KCPHD will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Kittitas County Fire District 2 in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

### **A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

### **B. Obligations of Business Associate**

KCPHD agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Kittitas County Fire District 2 any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Kittitas County Fire District 2 without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of KCPHD agree to the same restrictions, conditions, and requirements that apply to KCPHD with respect to such information;
5. Make PHI in a designated record set available to Kittitas County Fire District 2 and to an individual who has a right of access in a manner that satisfies Kittitas County Fire District 2's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Kittitas County Fire District 2, or take other measures necessary to satisfy Kittitas County Fire District 2's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Kittitas County Fire District 2 or an individual who has a right to an accounting within 60 days and as necessary to satisfy Kittitas County Fire District 2's obligations under 45 CFR §164.528;
8. To the extent that KCPHD is to carry out any of Kittitas County Fire District 2's obligations under the HIPAA Privacy Rule, KCPHD shall comply with the requirements of the Privacy Rule that apply to Kittitas County Fire District 2 when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by KCPHD on behalf of Kittitas County Fire District 2, available to the Secretary of the Department of Health and Human Services for purposes of determining KCPHD and Kittitas County Fire District 2's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Kittitas County Fire District 2 notifies KCPHD of any restriction on the use or disclosure of PHI that Kittitas County Fire District 2 has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Kittitas County Fire District 2 is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), KCPHD agrees to assist Kittitas County Fire District 2 in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Kittitas County Fire District 2's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Kittitas County Fire District 2 agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Kittitas County Fire District 2 of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Kittitas County Fire District 2 of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by KCPHD on behalf of Kittitas County Fire District 2 include:

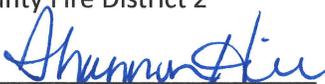
1. The review of patient care information for providing advice to Kittitas County Fire District 2 concerning a particular ambulance incident;
2. The review of patient care information and other medical records and submission of that information to carriers, insurers, and other payers and assisting Kittitas County Fire District 2 in an insurance or Medicare audit or other similar action; and
3. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that KCPHD has been engaged to perform on behalf of Kittitas County Fire District 2.

**D. Termination**

1. Kittitas County Fire District 2 may terminate this Agreement if Kittitas County Fire District 2 determines that KCPHD has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
3. Upon termination of this Agreement for any reason, KCPHD shall return to Kittitas County Fire District 2 or destroy all PHI received from Kittitas County Fire District 2, or created, maintained, or received by KCPHD on behalf of Kittitas County Fire District 2 that KCPHD still maintains in any form. KCPHD shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 7<sup>th</sup> day of Dec., 2015.

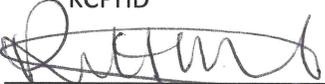
Kittitas County Fire District 2

Signature: 

Title: Privacy Officer

Date: 12/19/15

KCPHD

Signature: 

Title: Administrator

Date: 12/7/15