City of Walla Walla
Request for Proposals
Date Issued: August 29, 2016

Ambulance Billing and Collection Services

RFP ISSUE DATE: **August 29, 2016**

RFP DUE DATE: **4:00 p.m., PDT, Monday, September 26, 2016**

RFP DELIVERY INSTRUCTIONS: **Six (6) COPIES ENCLOSED IN AN ENVELOPE ADDRESSED AS FOLLOWS:**

Bob Yancey, Fire Chief
City of Walla Walla
200 S. 12th Avenue
Walla Walla, WA 99362-0216

Estimated Timeline:

Issue RFP:	**August 29, 2016**
Response Due:	**September 26, 2016**
City Council Action:	**October 26, 2016**

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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 INTRODUCTION AND SCOPE OF WORK

The Walla Walla Fire Department (WWFD) is located in the City of Walla Walla; we provide fire and EMS services from two staffed stations to our city residents, a population of around 33,200, as well as providing EMS services to the 60,000 people in the County of Walla Walla for Advanced Life Support: an area of 1,299 square miles. Last year, the WWFD responded to 6,985 fire, EMS, and rescue calls (Total EMS dispatched for 2015 was 5,646.)

The City of Walla Walla, incorporated in 1862, is located in the southeastern section of the State of Washington, six miles north of the Washington-Oregon border, 271 miles southeast of the City of Seattle and 158 miles south of the City of Spokane. The City with an estimated 2015 population of 33,200 encompasses an area of approximately 11 square miles and is the largest city in and county seat of Walla Walla County. The local area population exceeds 45,000 and peaks at 65,000 during weekend tourist fluctuations that occur from April into December. The City is located in one of the primary agriculture-producing regions of the State and lies on the eastern edge of the Columbia and Snake River basins in southeastern Washington.

As a regional center, the City serves as the marketing, trading, and educational hub for southeastern Washington and northeastern Oregon. The City hosts businesses associated with heavy commercial, industrial, agricultural, residential, higher education (two college campuses within the city limits with a combined enrollment of 5,600 full time students), and the largest corrections facility in the state. The Washington State Penitentiary (WSP) is contained within the City of Walla Walla and currently houses in excess of 2,200 inmates. Walla Walla is the medical hub for the region with two hospitals, not including a VA Medical Center, and several medical office complexes. The WWFD also serves the City of College Place, population 10,000, with mutual aid for fire protection and primary response for ALS. The WWFD has 47 career fire fighters, 27 of which are paramedics. The City of College Place is primarily a volunteer (35 volunteer fire fighters) fire department with three paid staff members. College Place is the home of Walla Walla College (enrollment of 1,800 fulltime students).

Transfers are charged based on emergency response or non-emergency response and what level of care was provided; ALS1, ALS2, or BLS. Mileage at $12.00 per mile is also charged. The City charges the base fee based on the patient's residential status. Walla Walla County Resident charge ranges from $962.00 to $758.00 non-residents of Walla Walla County have charges ranging from $1,188.00 to $962.00.

Billed EMS		ALS1		ALS2	BLS	Annual Total	
2014		2,068		104	1,381	3,553	
2013		1,927		83	1,525	3,535	
2012		1,914		84	1,347	3,345	
2011		2,029		79	1,263	3,371	
2010		2,205		103	1,200	3,508	

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' title, "Ambulance Billing Services," and Proposer's name and address and submitted by 4:00 p.m., Pacific Time, on Monday, September 26, 2016, to City of Walla Walla, 15 N. Third Avenue, Walla Walla, Washington, 99362. A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

August 29, 2016	Request for Proposals issued
September 26, 2016	Proposals Due by 4:00 p.m.

Target Dates:

October 26, 2016	Contract Award

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the Fire Chief **no later than 4:00 p.m., Pacific Time, on September 19, 2016** to:

Bob Yancey
Fire Chief
200 S. 12th Ave
Walla Walla, WA 99362-1859

Telephone: (509) 524-4620
Fax: (509) 527-3765
E-mail: byancey@wallawallawa.gov

Proposers should consider the Fire Department as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, the Fire Department will work with the Proposer and with the various offices of the City to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP BY ADDENDUM

Any interpretation, correction, or change in the RFP will be made by addendum by the City. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing and executed by a person with authority to enter into a binding agreement on behalf of Proposer.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification (Attachment A).

1-9 OFFER ACCEPTANCE PERIOD

Submitted proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the City makes one or more counter offers.

1-10 REJECTION OF PROPOSALS

The City reserves the right to modify or withdraw the RFP at any time without prior notice. The City reserves the right at its sole discretion to reject any and all proposals received without penalty. The City may reject proposals without providing the reason(s) underlying the declination. The City also reserves the right to not issue a contract as a result of this RFP. A failure to award a contract will not result in a cause of action against the City. The RFP does not obligate the City to contract for services described herein.

1-11 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the agreement, including, but not limited to, furnishing all materials and all management, supervision; labor and service, except as may be provided otherwise in the agreement documents.

The City will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of option(s) will not obligate the City to exercise the option(s).

1-12 TERM OF AGREEMENT

The initial term of the Ambulance Billing Services Agreement, if awarded, shall be a minimum of five (5) years, commencing on or about November 1, 2016. The term of this Agreement may, if mutually agreed upon in writing, be extended by an additional five (5), provided written notice of each extension is given to the proposer at least thirty (30) days prior to the expiration date of such term or extension.

1-13 AWARD OF AGREEMENT

The City shall make the award to the responsible Proposer whose proposal will be most advantageous to the City with respect to price, conformance to the specifications, quality, and other factors as evaluated by the City. The City is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The City may award an Agreement on the basis of initial offers received without discussion; therefore, each initial offer should contain the proposer's best terms from a cost and technical standpoint.

1-14 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP are confidential, proprietary, and constitute trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the City's Finance Division, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the RFP. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. The City will not be liable for any costs incurred by applicants in the preparation or submittal of a proposal in response to this RFP, in the conduct of an interview presentation, or any other activities related to responding to this RFP.

2-2 RFP RESPONSE OUTLINE

This RFP is designed to allow proposers to submit proposals in basically the same format in which the RFP is issued.

Submit six (6) copies of the proposal.

Cover Letter

The proposal cover letter shall be attached to the front of the proposal and shall include the following information/statements:

- That your company agrees to all the terms and conditions of the RFP.
- That your company agrees to execute contract, if awarded.
- Describe Proposer's experience in performing the requested services.
- Include the contact person for the solicitation process and the person's phone, fax, and email information.

RFP Outline

A. Response Sheet: The proposal Response Certification (Attachment A) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business. List names, title, phone and fax numbers, and email address, and provide brief biographies of bank contact personnel.

C. Financial Stability: Please provide proof of financial stability in the form of financial statements, credit ratings, a line of credit or other financial arrangements sufficient to enable the proposer to be capable of meeting the requirements of the RFP. Are there any pending mergers or acquisitions of other businesses that may impact your ability to meet the company's cash management requirements? Within the last five years has your business been involved in any business litigations or legal proceedings? If yes, please provide an explanation and indicate the current status or disposition.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

E. Costs: The City desires an all-inclusive rate for performing the billing and collection services. The successful bidder's services to be provided will be based on a flat fee and shall cover all costs including but not limited to telephone and postage expenses, office supplies, and any other overhead expenses or administrative support.

   The Fee for Services should be submitted using Attachment C. Fees shall remain fixed throughout the term of the contract. The contract period will be for five (5) years, with an option to extend another five (5) years.

   All payments for EMS transport services shall be deposited in a bank account specified by the City of Walla Walla. The contractor shall deposit checks not less than weekly. Funds may be deposited electronically to the City's bank account directly by the Contractor, insurance payers, Medicare, or Medicaid.

   The City currently uses an independent collection agency. All accounts considered in "Write Off" status will be sent to the City of Walla Walla Fire Department for review. All accounts must contain "biller's notes" showing reasonable attempts to collect and details of the claim progress, including noting conversations with the patient, responsible party, insurance company etc.

F. Customer Service: Describe fully your commitment to customer service.

G. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

H. References: Provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and email where products or services similar in scope to the requirements of this RFP have been provided.

SECTION 3 - TECHNICAL SPECIFICATIONS

3-1 ELIGIBILTIY REQUIREMENTS

Proposers must meet the following minimum requirements:

a. Each respondent shall be licensed to provide services in the State of Washington and provide copies of such license(s).

b. Billing system must be able to receive HIPAA data files electronically from *ESO Solutions* and maintain HIPAA and NEMSIS compliance.

c. Entity must provide current copies of insurance coverage, including worker's compensation, general liability, professional liability and auto coverage (if applicable).

d. Entity must provide a letter of intent to sign the ***Business Associate Agreement-HIPPA*** (Attachment C).

e. Entity must provide a listing of current Ambulance/EMS and medical billing customers with contact information (names and phone numbers).

f. Entity must assign sufficient experienced qualified personnel to conduct the services in an efficient and professional manner.

g. Entity must have experience filing claims with governmental programs such as Medicare, Washington and Oregon Medicaid, Workman's compensation programs through the State of Washington as well as Oregon. Entiy must have strong experience working with the all aspects of the Military which will include working with our Veteran's Health Campus here in Walla Walla, WA. In addition to governmental programs, experience with commercial insurance programs which may include HMO's and PPO's as well as Auto PIP insurance.

h. Entity must submit a proposed Scope of Service statement with the RFP response.

i. Entity must submit a description of their billing software system.

j. Entity must submit a system disaster recovery plan, as well as, a full description of system backup and recovery plans.

k. Entity must show proof of providing similar services to other public agencies located in the State of Washington.

l. Describe experience and familiarity with Tritech formally known as Ortivus, and a proposal to manage collections for this program.

m. Provide a copy of your last fiscal year audit. Please identify any past, known, pending or active litigation relating to billing fraud or impropriety against your agency. Also any current/past customer you have performed billing services for related to Medicare, Medicaid, as well as any third party insurance provider.

n. Describe the agencies for which you are currently providing electronic EMS billing. Specifically include and confirm.

o. Any other services as agreed by the parties in order to effectively collect transport fees.

p. Entity must agree to allow for Inter-local / Inter-State purchasing from this agreement in accordance with Oregon and Washington laws.

q. Entity must provide a login acess to the billing program in order for the City of Walla Walla Fire Department to monitor and generate any necessary departmental reports.

r. Disaster Recovery: The financial institution shall have a current and tested disaster recovery plan in the event of a system failure at the bank's primary processing site. Provide an overview of the financial institution's disaster recovery plan as required by Federal Financial Institution Examination Council.

   i. Describe your recommendations for disaster recovery for the customer that is unable to access the bank's system in the usual manner.

   ii. Is there a back-up processing site? Is the bank's wire transfer system exclusively dedicated to that function? Is a formal disaster recovery plan in place in the event of a systems failure or other disaster at the bank's primary processing site? Please describe.

s. Security: Describe the method for granting employees physical access, segregating duties and providing systems safeguards.

t. Provide a copy of HIPAA policies as well as plan of action in the event of a HIPAA breach.

u. Other features as proposed and of utility to the City.

3-2 <u>CERTIFICATION:</u> The Proposer is required to make the following certifications and assurances as a required element of the proposal, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award and continuation of the contract resulting from this RFP.

The proposer certifies that it and or its authorized representatives do not have:

- Any affiliations with person(s) recognized by law enforcement officers as being habitual criminals or members of criminal cartels.

- Any convictions or judgments (civil or criminal) for fraud, deceit, or crimes involving moral turpitude.

- Any petition under the Bankruptcy Act, or any state insolvency law, filed by or against any of the named entities.

- Any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right or license of the financial institution to engage in any business practice or activity.

- A subsidiary or intermediate company, parent company or holding company that was, during the last two (2) years, the subject of any order, judgment, or decree of any federal or state authority

barring, suspending, or otherwise limiting the right of the financial institution or such other party as listed above to engage in any business, practice, or activity.

3-3 AMBULANCE BILLING SERVICES

A. Services Required

The City desires an all-inclusive rate for performing the billing and collection services. The successful bidder's services to be provided will be based on a flat fee and shall cover all costs including but not limited to telephone and postage expenses, office supplies, and any other overhead expenses or administrative support.

The Fee for Services should be submitted using Attachment C. Fees shall remain fixed throughout the term of the contract. The contract period will be for five (5) years, with an option to extend another five (5) years.

All payments for EMS transport services shall be deposited in a bank account specified by the City of Walla Walla. The contractor shall deposit checks not less than weekly. Funds may be deposited electronically to the City's bank account directly by the Contractor, insurance payers, Medicare, or Medicaid.

The City currently uses an independent collection agency. All accounts considered in "Write Off" status will be sent to the City of Walla Walla Fire Department for review. All accounts must contain "biller's notes" showing reasonable attempts to collect and details of the claim progress, including noting conversations with the patient, responsible party, insurance company etc.

Successful bidders shall provide the following services:

- The contractor shall initiate appropriate bills within two (2) business days after receipt of a PHC report, in amounts based on the most recent dated fee schedule, as provided to the Contractor by the City, in form and content reasonably satisfactory to the City. The Contractor is responsible for invoicing, collection, and generation of any and all insurance forms and filings, record maintenance and preparation of standard and/or custom reports, as requested by the City.
- File all insurance claim forms for all patients based upon information received from the patient or obtained from successful bidder's research done at referring and/or receiving health care facilities to obtain payment.
- Comply with attorney requests for billing charges in a timely manner as indicated by the State of Washington RCW 70.02.080
- Any claim denials for medically necessary transports shall be resubmitted properly and within the time frame provided and additional information provided within the resubmission to show validity of the claim for maximum benefit.
- Follow-up on electronically submitted and mailed claims for which payment has not been received at thirty (30), sixty (60), and ninety (90) days following initial submittal.
- Follow-up efforts and results must be documented and available to the City for review. Provide the City with necessary refund request including all pertinent information relating to refund payments to patients and/or insurance companies, indicating the refund payee's name, address and reason for refund.
- Refunds will be sent to the Finance Department for review, approval and processing.

- Provide support and education to the City of Walla Walla Fire Department in order to reduce denials as a result of charting mistakes.

REPORTS:

- Within ten (10) days of the end of the prior month, the successful bidders shall submit the following reports to the City Walla Walla Fire Department.
- Distribution of Charges and Collections – This report will track the charges, payments and financial class mix of all patients for a given month or other specified period.
- Ages Receivable Report – This report will have outstanding invoices sorted by date or account for thirty (30), sixty (60), ninety (90), one-hundred twenty (120), and over one hundred twenty days (121+) days. This report will also provide totals for these categories.
- Patient Alpha Listing – This report lists all patients alphabetically by patient last name.
- Monthly Payment Listing – This report lists payments, required charge offs (contractual adjustments), and refunds posted to each patient's account.
- Overpayment (refund) Report – This report lists all patients due refunds as a result of overpayment on account.
- Bank account reconciliation that ties to the Monthly Payment Listing and the Overpayment (refund) Report, a listing of Non-Sufficient Funds (NSFs) and other bank fees and adjustments.

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND EVALUATION CRITERIA

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP, including all attachments.

1. Functional and Technical Requirements

   - Degree to which the proposal meets the functional and technical requirements of the RFP.

2. Costs

   - Fees and Compensation.

3. Proposer's Previous Performance, Qualifications and Technical Support

   - Proposer's experience with other projects similar in scope.
   - Proposer's experience under contract with local governments.
   - Proposer's personnel assigned to this project.
   - Proposer's professional credentials and affiliations indicating their capabilities to provide services of this nature, size, and scope.
   - Qualification of project management, appropriateness and completeness of implementation plan, physical resources available and availability of technical support
   - Proposer's evidence of financial stability.
   - Responses to reference checks.

4-2 PROPOSER INVESTIGATION

The City will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

SECTION 5 - EVALUATION PROCESS

The City reserves the right to reject any or all proposals or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the City determines would best meet its requirements and needs.

The City of Walla Walla, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. The City of Walla Walla is an Equal Opportunity Employer. Minority and women-owned businesses are encouraged to submit proposals.

ATTACHMENT A

CITY OF WALLA WALLA REQUEST FOR PROPOSALS – AMBULANCE BILLING SERVICES

PROPOSAL RESPONSE CERTIFICATION

_____
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

_____ _____
Name of Proposer Tax ID Number

_____
Signature of Proposer

_____
Title

_____
Name of Firm

_____
Street Address

_____
City, State, Zip

_____
Telephone / Fax Number

_____
E-mail Address

_____
State of Incorporation

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) _____
Women Owned Business Enterprise (WBE) _____
Small Business Enterprise (SBE) _____
Veteran Business Enterprise (VBE) _____
Disadvantaged Business Enterprise (DBE) _____

ATTACHMENT B

FEE SCHEDULE

AMBULANCE BILLING AND COLLECTION SERVICES

Price Proposal Sheet

RFP responses must be completed as described in the RFP, indicate an understanding of the scope of services to be provided, and include sufficient documentation to verify vendor past history and competency in providing like services as well as the intent to continue doing the same in the foreseeable future.

$_____ Per Billable Account

Date, Name, Title _____

Name of Entity _____

Address _____

Phone Number _____

Fax Number_____

ATTACHMENT C
CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT

BUSINESS ASSOCIATE AGREEMENT
BETWEEN CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT AND
_____

This Business Associate Agreement ("Agreement") between CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT and _____is executed to ensure that _____will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT 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

_____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 CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT 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 CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT 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 _____agree to the same

restrictions, conditions, and requirements that apply to _____with respect to such information;

5. Make PHI in a designated record set available to CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT and to an individual who has a right of access in a manner that satisfies CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT'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 CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT, or take other measures necessary to satisfy CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT or an individual who has a right to an accounting within 60 days and as necessary to satisfy CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT's obligations under 45 CFR §164.528;

8. To the extent that _____is to carry out any of CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT's obligations under the HIPAA Privacy Rule, _____shall comply with the requirements of the Privacy Rule that apply to CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT 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 _____on behalf of CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT, available to the Secretary of the Department of Health and Human Services for purposes of determining _____and CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT notifies _____of any restriction on the use or disclosure of PHI that CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT has agreed to or is required to abide by under 45 CFR §164.522; and

11. If CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), _____agrees to assist CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT 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 CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT'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 CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT 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 CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT 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 _____on behalf of CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that _____has been engaged to perform on behalf of CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT.

D. Termination

1. CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT may terminate this Agreement if CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT determines that _____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, _____shall return to CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT or destroy all PHI received from CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT, or created, maintained, or received by _____on behalf of CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT that _____still maintains in any form. _____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 _____ day of _____, 20____

CITY OF WALLA WALLA FIRE AND EMERGECY MEDICAL SERVICES DEPARTMENT

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____