



February 27, 2020

**NOTICE INVITING PROPOSALS FOR
AMBULANCE BILLING AND COLLECTION SERVICES
FOR THE BEVERLY HILLS FIRE DEPARTMENT**

BID NO. 20-200-01

The City of Beverly Hills invites prospective Respondents to submit proposals for the Fire Department's ambulance billing and collection services. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Respondents via e-mail at 2:00 p.m. (Pacific Standard Time) on **February 27, 2020**. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific Standard Time) on **March 12, 2020**, via mail or in-person, at which time they will be opened and publicly read. Late proposals will not be accepted, and will be returned unopened, regardless of postmark.

Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting contractor. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Sean Stokes, for response, and sent via e-mail to sstokes@beverlyhills.org. To ensure a timely response, please copy the secondary contact, Michael J. Liongson (mliongson@beverlyhills.org) on all inquiries. Any inquiry should state the question only, without additional information. Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit two (2) copies of their proposal in a sealed envelope.

The envelope should be clearly marked as follows:

Proposal for Ambulance Billing and Collection Services:

**BID NO. 20-200-01
Attention: Sean Stokes
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

**REQUEST FOR PROPOSALS
FOR AMBULANCE BILLING AND COLLECTION SERVICES FOR THE BEVERLY HILLS FIRE
DEPARTMENT**

Date of Request: February 27, 2020

Bid Number: 20-200-01

Item Description: The City of Beverly Hills is accepting proposals from qualified companies for the Fire Department's ambulance billing and collection services.

Question Period: February 27, 2020 at 4:00 p.m. through March 5, 2020 at 4:00 p.m. (Pacific Standard Time). All inquiries must be received via email during this period. Emails must be sent to: [sstokes@beverlyhills.org](mailto:ssstokes@beverlyhills.org); copy to mliongson@beverlyhills.org.

All substantive inquiries will be answered in a weekly comprehensive document which will be sent via e-mail to all potential Respondents, and posted on the City's website.

Open Date: March 12, 2020 Thursday at 2:00 p.m. (Pacific Standard Time)

Evaluation Period: March 16, 2020 – March 18, 2020

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SECTION 1: MINIMUM QUALIFICATIONS

1-1. Respondents must have been in the business of providing ambulance billing and collection services, similar to those detailed in this RFP, for at least five (5) years.

1-2. Respondents must provide complete proposals.

1-3. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: GUIDELINES & GENERAL INFORMATION

2-1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.

2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for contractor to request additional compensation.

2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the evaluators with enough information to make a fair assessment of the Respondent's services.

2-4. Each Respondent shall submit, in full, the completed original bid form along with all other requested documentation, and all necessary descriptive materials of work Respondent proposes to furnish. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

2-5. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

2-6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS

3-1. The Respondent selected ("Contractor") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

3-2. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.

3-3. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3-4. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial Crime Insurance with minimum policy limits of Two Million Dollars (\$2,000,000) for losses associated with employee dishonesty, forgery or alteration, theft, and computer fraud.

3-5. Contractor agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.

3-6. Contractor shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.

3-7. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

3-8. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

3-9. At all times during the term of the Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

3-10. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

3-11. The insurance coverage amounts required under the Agreement do not limit City's right to recover against Contractor and its insurance carriers.

3-12. The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. Contractor hereby waives all rights of subrogation against City.

3-13. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

3-14. The insurance coverage amounts required under the Agreement do not limit City's right to recover against Contractor and its insurance carriers.

3-15. Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(Note: Each bidder must provide evidence of insurance coverage with their proposal.)

SECTION 4: BACKGROUND INFORMATION AND REQUIREMENTS

A. Invoicing

1. Contractor is to generate invoices and bill thereafter in the following manner:
 - a. Retrieve an electronic patient care record (PCR) and other related billing information from the City of Beverly Hills and affiliate Departments, referred hereafter as CITY, via software (as chosen by the CITY) or the equivalent thereof,
 - b. Prepare and submit accurate and complete claims according to the services rendered, as defined on the PCR, according to the rates established by the CITY, according to procedures established by the CITY and CONTRACTOR, and according to all applicable statutes and regulations, including, but not limited to:

- i. Those of Centers for Medicare and Medicaid Services,
- ii. The Fair Debt Collection Practices Act, and
- iii. Those of the CITY.
- iv. In the event additional / duplicate claims need be prepared / submitted, Contractor agrees to do such to ensure timely delivery of invoice to responsible parties.

c. Mail invoices to patients / parties responsible for payment,

- i. Responsible parties may include, but are not limited to, Medicare, Medicaid, commercial insurance, supplemental insurance and or secondary insurance, and workers compensation,
 - 1. Electronic filing is the required method of filing Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other guarantors, if applicable. Otherwise, paper invoices may be issued directly to the patient guarantors.
- ii. Contractor shall provide all billing functions, including, but not limited to, all mailings to patients / responsible parties, with no additional obligation by the CITY for the cost for postage or telephone calls performed,
- iii. Contractor shall pre-screen all claims to confirm compliance with guarantor's guidelines as applicable (e.g. assignment of benefit signature forms, etc),
- iv. Contractor shall verify insurance eligibility utilizing available resources and commercial databases prior to submission of a patient claim for reimbursement,
- v. The initial invoice shall be dropped no later than fifteen (15) days after the date of service or three (3) days after Contractor has received the PCR,
 - 1. Invoices shall include the statement 'all checks to be made payable to the City of Beverly Hills' or the equivalent thereof.
- vi. The second invoice shall be dropped thirty (30) days from the date the initial invoice was dropped,
- vii. The third invoice, which is to serve as the 'Final Notice', shall be dropped 30 days from that of the second notice,
- viii. In the event that benefits due to the City remain outstanding, Contractor may forward said account to a Collection Agency,
 - 1. Collection Agency, under sub contract with Contractor, is subject to compliance to requirements herein, and as such, the City may choose to assess Contractor's utilization of such and request

collection services be rendered by another Firm if the Collection Agency practices apart from said requirements,

- a. Contractor agrees to act as Custodian of Records on behalf of the City as it relates to patient record sharing with the Collection Agency.
2. Contractor will track accounts forwarded to the Collection Agency and will include in its reporting, outstanding balances, in aggregate,
3. Contractor will assist the Collection Agency post surrendering the account to the Collection Agency with,
 - a. Information gathering,
 - b. Filing insurance claims for accounts in collections,
 - c. Review of account status with the collection firm,
 - d. Receive phone calls and assist with conflict mitigation / contestation as it relates to outstanding balances levered against the patient / responsible party,
 - e. Receive, post, and forward payments received on accounts surrendered to collections.

d. Receivables

- i. Contractor agrees to maintain documentation that accounts for receivables as a result of services provided by CITY,
- ii. Contractor will be responsible for collecting all benefits due to CITY,
- iii. Contractor will maintain the ability to handle all third party submissions and insurance claims,
- iv. Contractor shall make deposits of payments rendered directly into the City account on a daily basis or once received, whichever comes first. Payments will be posted to patient accounts within one (1) working day of receipt. Information regarding such receivables will be forwarded to the City in the form of a weekly deposit cap,
 1. Contractor will adhere to City Finance / Accounting policies and procedures as it relates to direct depositing of payments.
- v. Contractor shall allow installment payments as allowed by the City in cases of financial hardship,
- vi. Contractor shall accept credit card payments on behalf of the City.

2. Contractor will employ / utilize certified ambulance coders as defined by 'Certified Ambulance Coder Certification and Recertification Standards' (National Academy of Ambulance Coding) or the equivalent thereof,
3. Contractor agrees to cooperate with the City in its wishes as to how certain accounts are to be handled,
 - a. Accounts include, but are not limited to, those of financial hardship, specific age classifications, handicapped, and people of certain dependent situations.

B. System Integration and Compliance

1. Contractor shall provide all supplies, equipment, personnel, computer hardware and software, billing and insurance forms, lien forms, and miscellaneous office supplies necessary to function on a day to day basis as it relates to City's Accounts Receivables,
2. Contractor shall have the ability to utilize a secure platform for extract file transfer. Said transfer will be remote and the retrieval of the City's patient care records will be via the City's VPN, using software of the City's choice. If Contractor recommends an alternative method for file transfer, Contractor shall provide a detailed description of such.
 - a. Acceptance is contingent to City's Information Technologies policies and procedures.
3. Contractor shall utilize a process / system that ensures uninterrupted flow of service.
 - a. Contractor shall have a backup system and data recovery process / plan such that data related to City is recoverable.
 - b. Contractor's data recovery plan / process may be requested by City for review.
4. Contractor shall retain records / data related to the City for a minimum of twenty five (25) years.
 - a. Contractor shall maintain a records retention policy. Said policy may be requested by City at any time for review.
 - b. Contractor must notify the City prior to purging aged records which exceed the twenty five (25) year term.
5. Contractor shall adhere to regulations as stated within The Health Information Portability and Accountability Act 1996 (HIPAA) and subsequent regulations thereafter, The HITECH Act 2009, The Final Security Rule 2013, and The Privacy Act, as amended.
 - a. Contractor shall provide training as to demonstrate compliance to the regulations noted above.
 - b. Contractor shall provide their Privacy Policy, or the equivalent thereof, at the request of City.
 - c. Contractor shall enter into a Business Associate Agreement with City on the form set forth in Attachment 2.

6. Contractor will enter into a business agreement with organizations they choose to sub contract with (with the prior written approval of City) for the purposes of providing ambulance billing services to the City,
 - a. The Business Associate Agreement will be compliant as defined by HIPAA.
7. Contractor will be able to transmit necessary data, as requested by, the Los Angeles County EMS Agency.
8. In the event that City transitions to implementation and utilization of ePCRs, Contractor agrees to cooperate with the City so that services contracted herein may be continued using the new IT solution.
 - a. If Contractor is either unable or unwilling to develop and implement changes such that said integration does not occur, the City reserves the right to terminate this agreement, following process set forth herein this agreement.

C. Reporting

1. Contractor will utilize General Accepted Accounting Principles for accounting practices as it relates to billing.
2. Monthly reports shall be provided to City. Content therein shall include, but not be limited to,
 - a. Receivables,
 - b. Payor mix,
 - c. Aging accounts,
 - d. Accounts forwarded to collections (*in aggregate*),
 - e. Write downs,
 - f. Write offs (*bad debt*),
 - g. Refunds (*actual and pending*),
 - h. Ground Emergency Medical Transportation (*GEMT*) related data,
 - i. Fees charged for services rendered, and
 - j. Other reports deemed necessary by the City.
3. Contractor shall submit an annual report, that collates the data sets noted above, at the end of each City fiscal year (July 1 thru June 30) no later than July 30th of each year.
4. Contractor shall provide data and or reports at the request of the City to facilitate/complete the following, but not limited to:

- a. State of California – Health and Human Services Agency, Department of Health Care Services, Ground Emergency Medical Transport (*GEMT*) Fiscal Year Cost Reports Submittals.
 - b. State of California – Health and Human Services Agency, Department of Health Care Services, Ground Emergency Medical Transport (*GEMT*), Quality Assurance Fee (QAF) quarterly provider payment.
5. City reserves the right to audit the accounting records of Contractor as it relates to the services contracted for. Contractor shall maintain complete records of accounts, revenue, costs, and expenses specific to services contracted for. Contractor shall maintain said records in accordance with GAAP.
 6. Contractor shall provide analysis / consulting in issues related to ambulance billing and the services contracted for upon request from City.
 - a. Upon request from City, Contractor will meet with City agents to discuss ambulance billing issues, CONTRACTOR performance, quality assurance, and or other items as deemed by the City.

D. Training

1. Contractor will provide up to two (2) hours of comprehensive training, at no additional cost, on documentation regulations as established by,
 - a. Medicare,
 - b. Medicaid,
 - c. Commercial health plans,
 - d. Workers compensation, and
 - e. Other Payor products.
2. Contractor will provide training bi-annually, at times and dates mutually agreed upon.
 - a. Contractor will provide said training to the A, B, and C shifts.
3. City reserves the right to edit / extract curriculum that is conflicting with City policy / operations and or Los Angeles County EMSA policy.

E. Customer Service

1. Contractor will provide a 'Customer Service' agent, who will provide patient account information, Monday thru Friday, during normal business hours, excluding holidays recognized by Contractor,
 - a. A local or toll free number will be provided.
 - b. Contractor will maintain compliance with the American with Disabilities Act as it relates to access to 'Customer Service' services.

2. Contractor's Customer Service shall assist patients and or other third party payees in all billing inquiries in a timely manner.
3. Contractor shall provide a designated Account Manager / Representative that will serve as a Liaison between City and Contractor for all inquiries.
 - a. Account Manager shall be made available with in the same window as defined for the Customer Service agent.
4. Contractor agrees that City shall act as the final arbitrator for issues surrounding customer service satisfaction and conflict between patients / responsible parties and City.
5. Contractor agrees that City reserves the right to forgive debt (full or partial burden) at the City's discretion.

F. Membership Program

1. Contractor will receive membership application payments, enter City members into Contractor's billing system, and track said members thereafter for membership purposes.
2. Contractor will deposit membership monies into the City's bank account.
3. Contractor will send monthly reports regarding membership and correlating revenues.
4. Contractor will mail membership annual renewal notices to existing paid City members.
5. Contractor will track all membership 'write downs' for Emergency Medical Services 'Transports' and 'Treat-no-Transports'.
 - a. Contractor will report these 'write downs' as expressed above to the City.

G. Other

1. Contractor shall assist City in the application for/enrollment in various Commercial, State, and/or Federal programs, either initial or renewal; including, but not limited to:
 - a. Medicare Revalidation
 - b. Electronic Funds Transfer
2. Contractor shall agree that the billing data, including all components of data and data tables, is the sole property of City.
3. Contractor shall stipulate that Contractor reserves no rights to sell and or use the data in any manner other than to provide the service City has contracted for. Contractor shall not sell or allow the use of data for any purpose other than that so contracted.
 - a. Contractor understands that if City terminates the contract, Contractor must, within three (3) days of notice of termination, shall provide City with all data, data files, data tables, and data backup that are related to City accounts in the format prescribed by the Information Technology Department,

- a. Contractor must certify that all City related data has been purged from their systems and that no copies and or sources of data are in Contractor's possession.

SECTION 5: FORMAT OF RESPONSE / PROPOSAL

(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)

5-1. Companies interested in responding should submit a packet including:

5-1.1 Bid Form

5-1.2 Respondent Description. A description of the Respondent, including the organization's experience and history providing ambulance billing and collection services.

5-1.3 References. Provide a listing of relevant professional references, including contact information, on the Bid Form.

5-1.4 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement.

5-1.5 Draft Agreement. Carefully review the attached draft agreement (Attachment 1) and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification.

5-1.6 Insurance. Submit evidence of Respondent's insurance coverage.

SECTION 6: ACCEPTANCE OF PROPOSAL

6-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interest of the City.

6-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City.

BID FORM

(Must be completed by Respondent)

The undersigned proposes to furnish all services set forth herein, subject to all conditions outlined in the RFP, at the rate indicated below:

PAYMENT TERMS: Net 30 Days

EXCEPTIONS / DEVIATIONS FROM RFP:

RESPONDENT NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____
Name Title

Signature



**CITY OF BEVERLY HILLS
 VENDOR QUOTATION/BID REPORT
 for Ambulance Billing and Collection Services
 for the Beverly Hills Fire Department**

Please fill out and complete ALL information.

Respondent Name	
Respondent Phone	
Respondent Fax	
Respondent Email	
Quoted By (complete name)	
Date	
Quote Expiration Date - Important!!!	
Reference 1 (Name, Phone #, and email address of client)	
Reference 2 (Name, Phone #, and email address of client)	
Reference 3 (Name, Phone #, and email address of client)	
Amount of General Liability Insurance Carried, Per Incident	
Amount of Automobile Insurance Carried, Per Incident	
Does Respondent carry Workers' Compensation Insurance for all employees, sufficient to cover State of California legal requirement?	
For how many years has Respondent been in the business of providing ambulance billing and collection services?	# of years:

2/19/20 3:56 PM T-Vendor quote

**ATTACHMENT 1 TO THE RFP
SAMPLE AGREEMENT:**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CONTRACTOR FOR
AMBULANCE BILLING AND COLLECTION SERVICES FOR THE FIRE DEPARTMENT

NAME OF CONTRACTOR: Insert name of contractor

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Insert name, title

CONTRACTOR'S ADDRESS: Insert street address
Insert city, state, zip code
Attention: Insert name, title

CONTRACTOR'S E.I.N/TAX I.D. NO.: Insert contractor's Tax I.D. No.

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Dept. Head's Name, Title

COMMENCEMENT DATE: Insert date of commencement

TERMINATION DATE: Insert date of termination

CONSIDERATION: Not to exceed \$ Insert consideration amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CONTRACTOR FOR
AMBULANCE BILLING AND COLLECTION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Contractor, (hereinafter called "Contractor").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars

(\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(4) Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial Crime Insurance with minimum policy limits of Two Million Dollars (\$2,000,000) for losses associated with employee dishonesty, forgery or alteration, theft, and computer fraud.

(5) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

(g) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must

include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LESTER FRIEDMAN
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
HUMA AHMED
City Clerk

CONTRACTOR NAME:

NAME
Title

NAME
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

GREGORY W. BARTON
Fire Chief

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

Invoicing

1. CONTRACTOR is to generate invoices and bill thereafter in the following manner:
 - a. Retrieve an electronic patient care record (PCR) and other related billing information from the City of Beverly Hills and affiliate Departments, referred hereafter as CITY, via software (as chosen by the CITY) or the equivalent thereof.
 - b. Prepare and submit accurate and complete claims according to the services rendered, as defined on the PCR, according to the rates established by the CITY, according to procedures established by the CITY and CONTRACTOR, and according to all applicable statutes and regulations, including, but not limited to:
 - i. Those of Centers for Medicare and Medicaid Services,
 - ii. The Fair Debt Collection Practices Act, and
 - iii. Those of the CITY.
 - iv. In the event additional / duplicate claims need be prepared / submitted, CONTRACTOR agrees to do such to ensure timely delivery of invoice to responsible parties.
 - c. Mail invoices to patients / parties responsible for payment,
 - i. Responsible parties may include, but are not limited to, Medicare, Medicaid, commercial insurance, supplemental insurance and or secondary insurance, workers compensation,
 1. Electronic filing is the required method of filing Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other guarantors, if applicable. Otherwise, paper invoices may be issued directly to the patient guarantors.
 - ii. CONTRACTOR shall provide all billing functions, including, but not limited to, all mailings to patients / responsible parties, with no additional obligation to the CITY for the cost for postage or telephone calls performed.
 - iii. CONTRACTOR shall pre-screen all claims to confirm compliance with guarantor's guidelines as applicable (e.g. assignment of benefit signature forms, etc.).

- iv. CONTRACTOR shall verify insurance eligibility utilizing available resources and commercial databases prior to submission of a patient claim for reimbursement.
- v. The initial invoice shall be dropped no later than fifteen (15) days after the date of service or three (3) days after CONTRACTOR has received the PCR,
 - 1. Invoices shall include the statement 'all checks to be made payable to the City of Beverly Hills' or the equivalent thereof.
- vi. The second invoice shall be dropped thirty (30) days from the date the initial invoice was dropped.
- vii. The third invoice, which is to serve as the 'Final Notice', shall be dropped 30 days from that of the second notice.
- viii. In the event that benefits due to the CITY remain outstanding, CONTRACTOR may forward said account to a Collection Agency,
 - 1. Collection Agency, under sub contract with CONTRACTOR, is subject to compliance to requirements herein, and as such, the CITY may choose to assess CONTRACTOR's utilization of such and request collection services be rendered by another Firm if the Collection Agency practices apart from said requirements,
 - a. CONTRACTOR agrees to act as Custodian of Records on behalf of the CITY as it relates to patient record sharing with the Collection Agency.
 - 2. CONTRACTOR will track accounts forwarded to the Collection Agency and will include in its reporting, outstanding balances, in aggregate.
 - 3. CONTRACTOR will assist the Collection Agency post surrendering the account to the Collection Agency with,
 - a. Information gathering,
 - b. Filing insurance claims for accounts in collections,
 - c. Review of account status with the collection firm,
 - d. Receive phone calls and assist with conflict mitigation / contestation as it relates to outstanding balances levered against the patient / responsible party,
 - e. Receive, post, and forward payments received on accounts surrendered to collections.

d. Receivables

- i. CONTRACTOR agrees to maintain documentation that accounts for receivables as a result of services provided by CITY.
 - ii. CONTRACTOR will be responsible for collecting all benefits due to CITY.
 - iii. CONTRACTOR will maintain the ability to handle all third party submissions and insurance claims.
 - iv. CONTRACTOR shall make deposits of payments rendered directly into the CITY account on a daily basis or once received, whichever comes first. Payments will be posted to patient accounts within one (1) working day of receipt. Information regarding such receivables will be forwarded to the CITY in the form of a weekly deposit cap,
 1. CONTRACTOR will adhere to CITY Finance / Accounting policies and procedures as it relates to direct depositing of payments.
 - v. CONTRACTOR shall allow installment payments as allowed by the CITY in cases of financial hardship.
 - vi. CONTRACTOR shall accept credit card payments on behalf of the CITY.
2. CONTRACTOR will employ / utilize certified ambulance coders as defined by 'Certified Ambulance Coder Certification and Recertification Standards' (National Academy of Ambulance Coding) or the equivalent thereof.
 3. CONTRACTOR agrees to cooperate with the CITY in its wishes as to how certain accounts are to be handled,
 - a. Accounts include, but are not limited to, those of financial hardship, specific age classifications, handicapped, and people of certain dependent situations.

System Integration and Compliance

1. CONTRACTOR shall provide all supplies, equipment, personnel, computer hardware & software, billing & insurance forms, lien forms, and miscellaneous office supplies necessary to function on a day to day basis as it relates to the CITY's Accounts Receivables.
2. CONTRACTOR shall have the ability to utilize a secure platform for extract file transfer. Said transfer will be remote and the retrieval of the CITY's patient care records will be via the CITY's VPN, using software of the CITY's choice. If CONTRACTOR recommends an alternative method for file transfer, CONTRACTOR shall provide a detailed description of such,
 - a. Acceptance is contingent to the CITY's Information Technologies policies and procedures.
3. CONTRACTOR shall utilize a process / system that ensures uninterrupted flow of service.
 - a. CONTRACTOR shall have a backup system and data recovery process / plan such that data related to the CITY is recoverable.

- b. CONTRACTOR's data recovery plan / process may be requested by the CITY for review.
4. CONTRACTOR shall retain records / data related to the CITY for a minimum of twenty five (25) years,
 - a. CONTRACTOR shall maintain a records retention policy. Said policy may be requested by the CITY at any time for review,
 - b. CONTRACTOR must notify the CITY prior to purging aged records which exceed the twenty five (25) year term.
5. CONTRACTOR shall adhere to regulation as stated within The Health Information Portability and Accountability Act 1996 (HIPAA) and subsequent regulations thereafter, The HITECH Act 2009, The Final Security Rule 2013, and The Privacy Act, as amended,
 - a. CONTRACTOR shall provide training as to demonstrate compliance to the regulations noted above,
 - b. CONTRACTOR shall provide their Privacy Policy, or the equivalent thereof, at the request of the CITY.
 - c. CONTRACTOR shall enter into a Business Associate Agreement with the CITY on the form attached as Attachment 1 to Exhibit A.
6. CONTRACTOR will enter into a business agreement with organizations they choose to sub contract with (with the prior written approval of CITY) for the purposes of providing ambulance billing services to the CITY,
 - a. The Business Associate Agreement will be compliant as defined by HIPAA.
7. CONTRACTOR will be able to transmit necessary data, as requested by, the Los Angeles County EMS Agency.
8. In the event that the CITY transitions to implementation and utilization of ePCRs, CONTRACTOR agrees to cooperate with the CITY so that services contracted herein may be continued using the new IT solution,
 - a. If CONTRACTOR is either unable or unwilling to develop and implement changes such that said integration does not occur, the CITY reserves the right to terminate this agreement, following process set forth herein this agreement.

Reporting

1. CONTRACTOR will utilize General Accepted Accounting Principles for accounting practices as it relates to billing.
2. Monthly reports shall be provided to the CITY. Content therein shall include, but not be limited to,

- a. Receivables,
 - b. Payor mix,
 - c. Aging accounts,
 - d. Accounts forwarded to collections (*in aggregate*),
 - e. Write downs,
 - f. Write offs (*bad debt*),
 - g. Refunds (*actual and pending*),
 - h. Ground Emergency Medical Transportation (*GEMT*) related data,
 - i. Fees charged for services rendered,
 - j. Other reports deemed necessary by the CITY.
3. CONTRACTOR shall submit an annual report, that collates the data sets noted above, at the end of each CITY fiscal year (July 1 thru June 30) no later than July 30th of each year.
 4. CONTRACTOR shall provide data and or reports at the request of the CITY to facilitate/complete the following, but not limited to:
 - a. State of California – Health and Human Services Agency, Department of Health Care Services, Ground Emergency Medical Transport (*GEMT*) Fiscal Year Cost Reports Submittals,
 - b. State of California – Health and Human Services Agency, Department of Health Care Services, Ground Emergency Medical Transport (*GEMT*), Quality Assurance Fee (QAF) quarterly provider payment.
 5. The CITY reserves the right to audit the accounting records of CONTRACTOR as it relates to the services contracted for. CONTRACTOR shall maintain complete records of accounts, revenue, costs, and expenses specific to services contracted for. CONTRACTOR shall maintain said records in accordance with GAAP.
 6. CONTRACTOR shall provide analysis / consulting in issues related to ambulance billing and the services contracted for upon request from the CITY,
 - a. Upon request from the CITY, CONTRACTOR will meet with CITY agents to discuss ambulance billing issues, CONTRACTOR performance, quality assurance, and or other items as deemed by the CITY.

Training

1. CONTRACTOR will provide up to two (2) hours of comprehensive training, at no additional cost, on documentation regulations as established by,

- a. Medicare,
 - b. Medicaid,
 - c. Commercial health plans,
 - d. Workers compensation,
 - e. Other Payor products.
2. CONTRACTOR will provide training biannually, at times and dates mutually agreed upon,
 - a. CONTRACTOR will provide said training to the A, B, and C shifts.
 3. The CITY reserves the right to edit / extract curriculum that is conflicting with CITY policy / operations and or Los Angeles County EMSA policy.

Customer Service

1. CONTRACTOR will provide a 'Customer Service' agent, who will provide patient account information, Monday thru Friday, during normal business hours, excluding holidays recognized by CONTRACTOR,
 - a. A local or toll free number will be provided.
 - b. CONTRACTOR will maintain compliance with the American with Disabilities Act as it relates to access to 'Customer Service' services.
2. CONTRACTOR's Customer Service shall assist patients and or other third party payees in all billing inquiries in a timely manner.
3. CONTRACTOR shall provide a designated Account Manager / Representative that will serve as a Liaison between the CITY and CONTRACTOR for all inquiries,
 - a. Account Manager shall be made available with in the same window as defined for the Customer Service agent.
4. CONTRACTOR agrees that the CITY shall act as the final arbitrator for issues surrounding customer service satisfaction and conflict between patients / responsible parties and the CITY.
5. CONTRACTOR agrees that the CITY reserves the right to forgive debt (full or partial burden) at the CITY's discretion.

Membership Program

1. CONTRACTOR will receive membership application payments, enter CITY members into CONTRACTOR'S billing system, and track said members thereafter for membership purposes.
2. CONTRACTOR will deposit membership monies into the CITY'S bank account.

3. CONTRACTOR will send monthly reports regarding membership and correlating revenues.
4. CONTRACTOR will mail membership annual renewal notices to existing paid CITY members.
5. CONTRACTOR will track all membership 'write downs' for Emergency Medical Services 'Transports' and 'Treat-no-Transports.'
 - a. CONTRACTOR will report these 'write downs' as expressed above to the CITY.

Other

1. CONTRACTOR shall assist the CITY in the application for/enrollment in various Commercial, State, and/or Federal programs, either initial or renewal; including, but not limited to:
 - a. Medicare Revalidation
 - b. Electronic Funds Transfer
2. CONTRACTOR shall agree that the billing data, including all components of data and data tables, is the sole property of the CITY.
3. CONTRACTOR shall stipulate that CONTRACTOR reserves no rights to sell and or use the data in any manner other than to provide the service the CITY has contracted for. CONTRACTOR shall not sell or allow the use of data for any purpose other than that so contracted.
4. CONTRACTOR understands that if CITY terminates the contract, CONTRACTOR must, within three (3) days of notice of termination, shall provide the CITY with all data, data files, data tables, and data backup that are related to CITY accounts in the format prescribed by the Information Technology Department,
 - a. CONTRACTOR must certify that all CITY related data has been purged from their systems and that no copies and or sources of data are in CONTRACTOR's possession.

**ATTACHMENT 1 TO EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT**

EXHIBIT B

RATES AND PAYMENT

[insert rates/unit costs]

CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in this Exhibit.

[insert schedule of payment]

EXHIBIT C
CERTIFICATE OF INSURANCE

ATTACHMENT 2 TO THE RFP

Business Associate Agreement

This Business Associate Agreement (the "Agreement"), is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between _____ ("Business Associate") and the City of Beverly Hills ("City") (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides

_____ to or on behalf of City;

WHEREAS, in connection with these services, City's Fire Department discloses to Business Associate certain protected health information ("PHI") that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that the City receives adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of the City's Fire Department.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
 1. Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
 2. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for the City's Fire Department that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the City's Fire Department to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for City's Fire Department.

3. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 4. Individual. "Individual" shall mean the person who is the subject of the PHI.
 5. Protected Health Information. "Protected Health Information" or PHI shall mean individually identifiable health information that is transmitted or maintained in any form or medium.
 6. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 7. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 8. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 9. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of City's Fire Department described in this Agreement, City's Fire Department may disclose PHI to Business Associate for the purposes of
-
- C. Obligations of City's Fire Department. If deemed applicable by City's Fire Department, City's Fire Department shall:
1. Provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by City's Fire Department in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
 2. Provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
 3. Notify Business Associate of any restriction to the use and/or disclosure of PHI to which City's Fire Department has agreed in accordance with 45 C.F.R. 164.522, to

the extent that such restriction may affect Business Associate's use or disclosure of PHI;

4. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if used or disclosed by City's Fire Department;
 5. Notify Business Associate of any amendment to PHI to which City's Fire Department has agreed that affects a Designated Record Set maintained by Business Associate;
 6. If Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
 7. Notify individuals of Breach.
- D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:
1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of City's Fire Department, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by City's Fire Department. Also, knowing there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
 - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware of a Breach in the confidentiality of the PHI; and
 - (c) agree to notify the designated Privacy Officer of City's Fire Department of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
 2. Data Aggregation. In the event Business Associate works for more than one city or other fire department, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted

health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the City's Fire Department is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of the City's Fire Department.
 - (b) Business Associate shall ensure all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to City's Fire Department. Such reporting shall be made no later than the third business day after the personnel change becomes effective.
5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from City's Fire Department, or created or received by Business Associate on behalf of City's Fire Department, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the City's Fire Department. Business Associate shall be liable to City's Fire Department for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of City's Fire Department Business Associate agrees as follows:
- (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for City's Fire Department that is not maintained by City's Fire Department, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by City's Fire Department to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, City's Fire Department is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist City's Fire Department in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If City's Fire Department maintains the requested records, City's Fire Department, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.
 - (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of City's Fire Department pursuant to 45 C.F.R. 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by City's Fire Department, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by City's Fire Department that the amendment is appropriate according to 45 C.F.R. § 164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. § 164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to City's Fire Department upon City's Fire Department's request, in order to allow City's Fire Department to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, City's Fire Department is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist City's Fire Department in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the Individual or City's Fire Department if it is the first accounting requested by an Individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Individual in advance of the fee and is afforded an opportunity to withdraw or

modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of City's Fire Department to the Secretary or his or her agents for the purpose of determining City's Fire Department's compliance with the HIPAA Rules, or any other health oversight agency, or to City's Fire Department. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by City's Fire Department or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of City's Fire Department's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to City's Fire Department's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Breach Notification for PHI. Business Associate expressly recognizes that City's Fire Department has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security Breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the discovery of a Breach of such information, shall notify City's Fire Department of such Breach. Initial notification of the Breach does not need to be in compliance with Sub Title D Title IV Section 13402 of the HITECH Act; however, Business Associate must provide City's Fire Department with all information necessary for City's Fire Department to comply with Sub Title D Title IV Section 13402 of the HITECH Act without reasonable delay, and in no case later than 30 days following the discovery of the Breach. Business Associate shall be liable for the costs associated with such Breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

13. Breach Notification to Individuals. Business Associate's duty to notify City's Fire Department of any Breach does not permit Business Associate to notify those individuals whose PHI has been subject to Breach by Business Associate without the express written permission of City's Fire Department to do so. Any and all notification to those Individuals whose PHI has been breached shall be made under the direction, review and control of City's Fire Department. The Business Associate will notify the Privacy Officer via telephone with follow-up in writing to include; name of individuals whose PHI was subject to a Breach, information which was subject to the Breach, date of Breach, form of Breach, etc. The cost of the notification will be paid by the Business Associate. **[Include language if UT will provide notifications.]**
 14. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.11, Business Associate shall notify City's Fire Department of any Breach of computerized sensitive personal information to ensure City Fire Department's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any Breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, City as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by City or the minimum necessary policies and procedures of City. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as Required by Law, but in no event in any manner that would constitute a violation of the Privacy Rule standards or Security Rule standards if used by City.
 2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Rule standards or Security Rule standards if disclosed by City.
 3. Business Associate acknowledges and agrees City owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in City. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without City's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements apply to City's Fire Department shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to City's Fire Department shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.
2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the City's Fire Department shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-5) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to City's Fire Department if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by City's Fire Department, or created or received by Business Associate on behalf of City's Fire Department, is destroyed or returned to City's Fire Department.
2. Termination for Cause. Upon City's Fire Department's knowledge of a material breach of the Agreement by Business Associate, City's Fire Department shall either:
 - a. Provide an opportunity for Business Associate to cure the breach of the Agreement or end the violation and terminate this Agreement, whether it is in the form of a standalone agreement or an addendum to a Master Services

Agreement, if Business Associate does not cure the breach of the Agreement or end the violation within the time specified by City's Fire Department; or

- b. Immediately terminate this Agreement whether it is in the form of a standalone agreement or an addendum to a Master Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from City's Fire Department, or created or received by Business Associate on behalf of City's Fire Department, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform City's Fire Department in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI. H. Miscellaneous.
 1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify, defend and hold harmless City, its City Council and each member thereof from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by City arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if City is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds City not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit City's rights, if any, to common law indemnity.
 - a) City shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. City shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.
 - b) These indemnities shall survive termination of this Agreement, and City reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.
 2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
 3. Rights of Proprietary Information. City retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to City:
City's Fire Department
445 North Rexford Drive
Beverly Hills CA 90210
Attn: EMS Administrator
1-310-281-2700

If to Business Associate:

Attn: _____

Phone Number: _____

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow City to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, City retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any

- of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
 11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause City irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees City shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or Breach, and for such other relief as City shall deem appropriate. Such rights are in addition to any other remedies available to City at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by City.
 12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
 13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
 14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
 15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
 16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits City to comply with the HIPAA Rules and any a
 17. Applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

18. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

BUSINESS ASSOCIATE

CITY OF BEVERLY HILLS

By: _____
(Authorized Signature)

By: _____
(Authorized Signature – FC or DC)

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____

Date: _____

Date: _____