



**REQUEST FOR PROPOSAL
EXTERNAL EVALUATION & MANAGEMENT
AUDITOR SERVICES**

450 W. Paseo Redondo
Tucson, AZ 85701
Website: <https://www.elrio.org>
RFPs: <https://www.elrio.org/about-elrio/rfps/>
Email: contracts@elrio.org

Proposals must be received by **July 11, 2025 by 5:00 P.M. (AZ MST)**

Submit proposals to contracts@elrio.org, subject line:
El Rio Health External E&M Auditor Services RFP

Questions may be directed to the attention of the El Rio Health Compliance Department at
contracts@elrio.org.



MISSION STATEMENT

El Rio Health Santa Cruz Neighborhood Health Center Inc.'s mission is to improve the health of our community through comprehensive, accessible, affordable, quality, and compassionate care. El Rio Health's Health Home mission is to provide our patients with integrated comprehensive quality care with the ongoing vision to optimize their overall health and quality of life.

ABOUT EL RIO HEALTH

El Rio Health is dedicated to providing health care services for all people. Since El Rio Health began in 1970, we have grown from 10,000 patients to over 128,000 patients and currently serve 1 in 9 community members for primary, dental, and behavioral health care. We are proud to be one of the most innovative, highly regarded, non-profit health centers in the United States. Our focus is on positive outcomes and treating the person as a whole. Annual revenues are approximately \$280 million per year and the organization has 1,889 dedicated employees. Our health care is delivered by compassionate, professionally trained, and integrated health teams who give from their hearts to provide world class care. "Your Health is Our Passion."

El Rio Health receives funding from health insurers, patient co-pays, reduced patient fees from those that qualify for our sliding fee scale, government grants and private donations to the El Rio Health Center Foundation. El Rio Health is a 501(c)(3) Non-Profit organization, as well as a Federal Tort Claims Act Deemed Facility. This health center receives Health & Human Services funding and has a Federal Public Health Service deemed status with respect to certain health or health-related claims, including medical malpractice claims, for itself and its covered individuals.

El Rio Health provides comprehensive health care services at 14 locations. Our patient-centered healthcare teams include Pediatricians, Internists, OB/GYN practitioners, Midwives, Nurses, Nurse Practitioners, Family Medicine Practitioners, Medical Assistants, Dentists, Health Coaches, Pharmacists, Licensed Clinical Social Workers, Radiologists, Behavioral Health Professionals, Community Health Advisors and Referral Specialists.

INTENT

El Rio Health is seeking proposals from a qualified Offeror to provide external auditor services as described and identified in the RFP. The Offeror should have experience in providing detailed Evaluation and Management (E&M) service audits (outpatient, hospital, office visits) specifically for a Federally Qualified Health Center (FQHC). This RFP shall include the work required to meet the scope of work and any resulting contract.

BACKGROUND

It is El Rio Health's policy to perform annual audits on all providers eligible to bill for E&M services. These audits measure the provider's accuracy in selecting the correct visit level and diagnosis codes and provide El Rio Health with information on how the providers are performing on an annual basis. El Rio Health normally audits approximately two hundred (200) providers in the areas of family medicine, behavioral health, OB/GYN, and Certified Nurse Midwives, with ten (10) randomly selected medical records per provider. For this project there are approximately two thousand one hundred (2,100) records that need to be audited. Offerors and their employees must have the CPC (Certified Professional Coder), Certified Medical Auditor (CPMA) or Certified Coding Specialist (CCS) certifications. Proof of certification must be provided with the Offerors response to this RFP. An initial 12-month term will be established with the option to extend on an annual basis as determined by the El Rio Health Compliance Department.



SCOPE OF SERVICES

1. This project will include approximately 2,100 E&M audits of patient medical records.
 - a) Total of 185 providers x 10 patient charts = 1,850 patient charts
 - b) 25 additional charts per provider may be added if their initial score falls below 85% = 2,100 charts
2. As part of this project, the Offeror will provide the following:
 - a) A team that is experienced and certified (CPC or CCS and CPMA) to perform E&M audits specifically for a Federally Qualified Health Center.
 - b) Your team shall include a Supervisor or Project Manager who will coordinate with El Rio Health staff.
 - c) There will be no overtime unless mutually agreed upon by the Offeror and El Rio Health.
 - d) Offeror shall provide remote auditors. All auditors shall be based in the domestic United States.
 - e) Offeror shall provide all required hardware and equipment for auditors.
 - f) The Offeror will have attested to following Equal Opportunity Employment practices, performing background checks on employees, having proof of right to work status of employees, providing proof of and having appropriate business licenses and insurance policies. All the above-mentioned documents will be shared with the El Rio Health Human Resources Manager.
3. The Offeror is required to carefully read the requirements in this Request for Proposal and provide a response that meets the requirements. Submission of a bid is evidence that the Offeror has reviewed the RFP, understood all work and contract requirements, and is aware of all conditions that might impact work performance.
4. Offeror will be responsible for monitoring and performing monthly productivity and quality audits. Reports will be submitted to the El Rio Health Coding Compliance Manager on a weekly/bi-weekly basis, or more frequently depending on productivity and quality issues identified by either party.
5. Offerors' employees will wear uniforms or identification which clearly identify them as an employee of the Offeror if they are ever onsite at any El Rio Health location.

DETAILED OBJECTIVE AND SOLUTION REQUIREMENTS

The following section included detailed questions regarding the minimum requirements for this RFP.

1. Please tell us about the structure of your company. This summary should include the following
 - a) Company name and contact information.
 - b) Brief overview of the company history, organizational structure, and financial status.
 - c) Who will be the account manager assigned to this project? Will they be available during regular working hours?
 - d) Provide details of the company's experience providing auditing services in a healthcare setting.
 - e) Share what sets your company apart from your competitors.
2. Please detail your experience with Federally Qualified Health Centers.
3. Will you have a dedicated client manager that is available during regular working hours? Please provide a name and contact information.
4. Staff must be knowledgeable and familiar with medical terminology, anatomy/physiology, health data requirements and standards, HIPAA regulations, clinical classification and coding systems, data analysis, healthcare reimbursement methods, database security and management, and quality improvement methods.
5. Staff must be knowledgeable and proficient with Codify or 3M Encoder, and code sets (ICD-10-CM/PCS, CPT and HCPCS).
6. Staff must be knowledgeable and familiar with the 2021 E&M Guidelines for Professional Services and the 2023 E&M updates for inpatient hospital visits.



7. Staff assigned to this project must be familiar with Epic EMR and Audit Manager.
8. Staff shall review a minimum of four (4) medical records per hour.
9. How many employees will you have dedicated to this project? What are their certifications?
10. How will you maintain data integrity? Please detail your quality assurance processes.
11. What electronic health records is your company able to connect with? Please detail system specifications.
12. What are your standard operating procedures for technology security breaches?
13. What are your standard operating procedures and backup plans for system down/failure and recovery
14. What is your record retention, timeline, and processes for destroying information?
15. Offeror will establish a monthly billing schedule with El Rio Health. Payments will be made within 30 days of receipt of invoice. El Rio Health is a Federally Qualified Health Center listed as a 502(c)(3) tax exempt organization. Invoices provided to El Rio Health shall not include taxes. A tax-exempt certificate is available upon request of Offeror.
16. Offeror and its employees shall comply fully with El Rio Health's policies regarding the confidentiality of the subject matter of any work that is the result of a contract with El Rio Health. This includes sensitive data, protected health information, or any other personal information that may be encountered during the term of a potential contract with El Rio Health. Disclosure may only be permitted as required by state or federal law. A separate Business Associate Agreement will be required because the nature of this project will include protected health information. El Rio Health will prepare the Business Associate Agreement upon receipt of contract from awardee. See attached Exhibit A.

IMPORTANT DATES

The following timeline is based on El Rio Health's requirements and represents the activities planned as part of the due diligence process of making an award. El Rio Health reserves the right to change the times and activities as deemed necessary.

RFP Issue Date	June 6, 2025
Submit Written Questions to contracts@elrio.org Subject Line: El Rio Health External E&M Auditor Services RFP	June 20, 2025 @ 5:00pm (MST)
Answers to Submitted Questions will be emailed to all Offerors and posted at https://elrio.org/about/rfps	June 27, 2025 @ 5:00pm (MST)
Proposal Submission Deadline	July 11, 2025 @ 5:00pm (MST)
Submit Proposal to via email Subject line: El Rio Health External E&M Auditor Services RFP	contracts@elrio.org
Proposals Opened	July 25, 2025
Offeror Presentations	TBD
Issuance of Award	TBD
Execute Contract	TBD

RESPONSE INSTRUCTIONS

Responses should include only the information requested and no other marketing materials. To ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions &



answers, etc.) is directed to the appropriate person(s) within the company, please provide the following information:

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact(s)
- E-mail address of primary contact
- Additional contact people with same information provided as primary contact(s)

PROPOSAL REQUIREMENTS

1. Responses should include only the information requested and no other marketing materials. To ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within El Rio Health, please submit one electronic PDF copy of your RFP submission to contracts@elrio.org according to the schedule listed above.
2. The Offeror agrees to provide their best and final price in the submitted proposal. El Rio Health will only accept the first and final offer; we do not allow secondary proposal/pricing to be presented.
3. The Offeror agrees if they are awarded the request for proposal, that they will deliver the goods/services at the prices set forth in the submitted proposal.
4. The Offeror must submit to background checks and provide information to the El Rio Compliance Department at contracts@elrio.org, if requested, prior to any person being allowed on El Rio Health property.
5. The Offeror will provide a signed and dated copy of the Company IRS W-9 form with the submitted proposal.
6. The Offeror agrees to provide a certificate of insurance coverage to El Rio Health if they are awarded the request for proposal.
7. If requested, the Offeror shall provide three (3) reference clients and three (3) trade references. Reference clients shall be of a similar scope of work as defined herein. Trade references may be banks, equipment suppliers, consumables vendors, staffing agencies, repairs, and maintenance vendors, etc. and shall contain names and phone numbers. References will be checked.
8. The successful Offeror will have attested to following Equal Opportunity Employment Practices: performing background checks on employees, having proof of right of work status of employees, providing employees training on moving and heavy lifting practices, and having appropriate business licenses and insurance policies. All these documents will be shared with the El Rio Health Project Director and the Compliance and Risk Department.
9. The Offeror and employees must not appear on the Office of Inspector General (OIG) list of excluded individuals or entities. Contractor must be able to provide the full name (first, middle, last), date of birth and SSN to El Rio Health Compliance Department for regulatory purposes.
10. Offeror will abide by and follow all applicable El Rio Health policies and procedures while on El Rio Health premises.
11. The Offeror (including any officers, trustees, partners, or employees) must not have a business interest or a close family or domestic relationship with any El Rio Health official, officer, trustee, or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration, or evaluating Offeror performance. El Rio Health shall make sole determination as to compliance with its Conflict-of-Interest Policy.
12. Offeror must represent that its Proposal, including all work, materials, equipment, and network services comply with governmental and telecommunications regulatory law, ordinances, and regulations within



their respective jurisdictions.

13. Persons with disabilities may request accommodation by contacting contracts@elrio.org. Please make all requests as early as possible to allow time to arrange the accommodation.

CRITERIA FOR SELECTION

1. All eligible proposals will be reviewed and rated based on the award criteria.
2. El Rio Health may request presentations from a short list of Offerors and/or request additional information.
3. The award of a contract based on this request for proposal represents the best value for and is in El Rio Health Center's best interest.
4. In no event will El Rio Health be limited to selecting a proposal based solely upon total cost submitted.
5. Although critical, price is only one of the determining factors for the award. El Rio Health reserves the right to make an award without further discussion of the proposals submitted. Proposal evaluations are based solely on the information provided.
6. All Offerors will be notified whether they have or have not been:
 - a. selected to provide a presentation
 - b. are the successful awardee of the RFP

OPENING OF PROPOSALS

1. Proposals will be opened promptly after the deadline to submit proposals. This is not a public opening, and vendors are not invited to attend.
2. Proposals received on time will be opened in the presence of one or more witnesses and the name and address of the Offeror will be recorded.
3. Proposals not received on time will not be opened.

AWARD OF CONTRACT

1. El Rio Health reserves the right to accept the proposal and award this request for proposal to an Offeror that is in the best interest and provides the best value for El Rio Health.
2. El Rio reserves the right to reject all proposals or any part thereof.
3. El Rio Health reserves the right to enter into contractual negotiations and if necessary; modify any terms and conditions of a final contract with the respondent whose Proposal offers the best value to El Rio Health.
4. The final Agreement will be signed by El Rio Health and the successful Offeror and returned within an agreed timeframe after the date of Notice of Award. No Agreement will be effective until it has been fully executed by all parties thereto.
5. El Rio Health would prefer to have an ongoing relationship with the chosen Offeror. The character and operating principles of the successful Offeror are important to El Rio Health. After contractual Award it will be important to continue to work with the RFP Team throughout implementation of the services.

GENERAL INFORMATION

1. Offeror must submit questions to El Rio Health by 5:00 pm (MST) by June 20, 2025, allowing sufficient time for a reply to reach all Offerors prior to the submission of their proposals. El Rio Health will post answers to all questions to our website at <https://elrio.org/about/rfps/> under the title of this RFP.
2. Answers to any questions submitted prior to the deadline to submit any questions will be provided to all Offerors to maintain fair and open competition. No response will be given to any questions submitted after 5:00 pm (MST) on June 20, 2025.
3. General marketing and promotional material are neither required nor desired. The responding firms



should concisely but completely describe the service they feel is appropriate for El Rio Health.

4. All questions about the meaning or intent of this request for proposal shall be submitted in writing via email to the Compliance Department via the following email address: contracts@elrio.org. A prompt e-mail response may be expected with copies of the Question(s) and Answer forwarded to all Offerors responding to this RFP. Questions received less than five (5) business days prior to the date for opening of proposals may not be answered.
5. Offerors shall submit a Proposal to contracts@elrio.org no later than July 11, 2025.
6. El Rio Health will not be responsible for any costs incurred by an organization in preparing, delivering, or presenting proposals to this RFP. Once submitted, vendor proposals will become property of El Rio Health and will not be returned.
7. El Rio Health cautions Offerors to assure actual delivery and receipt of any mailed proposal prior to the response deadline. El Rio Health will in no way be responsible for delays caused by any occurrence. El Rio Health will not accept or consider proposals submitted via facsimile transmission.
8. Alternate proposals are NOT authorized and will not be considered.
9. Awardee must submit invoices via email or mail to:
Email: apinvoices@elrio.org
El Rio Santa Cruz Neighborhood Health Center, Inc.
PO Box 1231
Attn: Accounts Payable
Tucson, Az 85702
520.670.3921

INVITATION IS THE ENTIRE AGREEMENT

This Request for proposal constitutes the entire agreement between the parties with respect to its subject and will not be modified, altered, or amended in any way except as provided for in this Request.

GENERAL DISCLAIMER

This RFP process does not commit El Rio Health to award a contract to any respondent. Any response, including written documentation and verbal communication, by any respondent to this RFP, shall become the property of El Rio Health and may be subject to public disclosure.



SIGNATURE OF AUTHORIZED REPRESENTATIVE

Signature of Authorized Representative		Title	
Printed Name		Date	
Address		Email	
Contact if other than signatory		Title	
Address		Email	
Product name for proposal			

(A completed copy of this page must be included with the proposal)



EXHIBIT A
EL RIO HEALTH BUSINESS ASSOCIATE AGREEMENT

**EL RIO SANTA CRUZ NEIGHBORHOOD HEALTH CENTER, INC
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into on this _____, between **El Rio Santa Cruz Neighborhood Health Center, Inc.** ("Covered Entity"), and _____ ("Business Associate"), with an **effective date even** with the **Agreement** to which this Business Associate Agreement supports. This Agreement sets out the responsibilities and obligations of Business Associate as a Business Associate of Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

RECITALS:

WHEREAS, Covered Entity has engaged Business Associate to provide certain services and functions: (1) described in an underlying Service Agreement, of which include but are not limited to the following, and as may change from time to time.

WHEREAS, in order to provide such services and functions, Covered Entity Discloses Protected Health Information ("PHI") to Business Associate or Business Associate creates, receives, maintains or transmits PHI on behalf of Covered Entity.

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to and/or by Business Associate pursuant to this Agreement in compliance with applicable federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); the Privacy, Security, Breach Notification, and Enforcement Rules promulgated by the U.S. Department of Health and Human Services and found at 45 CFR Part 160 and Part 164 (the "HIPAA Regulations"); and other applicable laws, including but not limited to, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted under Title XIII of the American Recovery and Reinvestment Act, Public Law 111-005 and the regulations promulgated thereunder (collectively referred to as the "HIPAA Rules" for the purposes of this Agreement) and applicable state laws and regulations.

WHEREAS, Covered Entity and Business Associate intend to provide access, exchange and use of electronic health information (EHI) upon request and without unreasonable delay pursuant to this Agreement in compliance with the Office of the National Coordinator for Health Information Technology (ONC)'s Information Blocking Rule found at 45 CFR 171; and

WHEREAS, in light of the foregoing and the requirements of the applicable federal and state laws, the Parties agree to be bound by the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the Parties agree as follows:

1. DEFINITIONS

- a. **Terms Defined in Regulation:** Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards, the Security Standards, and the Breach Notification Regulations.



- b. **Electronic Health Information:** Electronic health information or EHI, as defined by ONC's Information Blocking Rule, shall mean electronic PHI (defined in 45 CFR 160.103) to the extent that it would be included in a designated record set (defined in 45 CFR 164.501). EHI does not include psychotherapy notes (defined in 45 CFR 164.501) or information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.
- c. **Protected Health Information or PHI:** Protected Health Information or PHI, as defined by the Privacy Standards, for this Agreement means PHI that is disclosed by Covered Entity to Business Associate or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

2. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Performance of Services:** Business Associate agrees:
 - 1. To Use or Disclose PHI only as necessary to perform the Services referenced above, as otherwise expressly permitted or required by this Agreement or required by law and will not further Use or Disclose such PHI.
 - 2. To Use and Disclose or Request the minimum amount of PHI necessary, consistent with Covered Entity's minimum necessary policies and procedures.
 - 3. To the extent Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- b. **Subcontractor or Agent Performance of Services:** Business Associate agrees that prior to Disclosing PHI to any subcontractors or agents to create, receive, maintain or transmit PHI on behalf of Business Associate, Business Associate first will enter into a contract or confidentiality agreement with such subcontractor or agent that contains the same terms, conditions, and restrictions on the Use and Disclosure of PHI as contained in this Agreement.
- c. **Business Associate Management, Administration and Legal Responsibilities:** Business Associate may Use PHI for Business Associate's management and administration, or to carry out Business Associate's legal responsibilities. Business Associate may Disclose PHI received from Covered Entity to a third party for such purposes only if: (1) the Disclosure is required by law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as required by law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. SAFEGUARDS FOR PROTECTED HEALTH INFORMATION

- a. **Adequate Safeguards:** Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this Agreement, including administrative, physical, and technical



safeguards compliant with Subpart C of 45 CFR Part 164 in order to protect the confidentiality, integrity, and availability of any electronic protected health information ("ePHI") that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed.

4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES

- a. **Use or Disclosure Not Permitted by This Agreement:** Business Associate will report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of Unsecured PHI, and any successful Security Incident of which it becomes aware:
1. **Initial report:** Without unreasonable delay and in no case longer than 5 business days after learning of such Use or Disclosure, Business Associate shall provide an initial report by phone or email to: **(520)-670-3819 or RamonaD@elrio.org**
 2. **Written report:** Within 5 business days of Business Associate learning of such Use or Disclosure, Business Associate shall provide a written report to **Corporate Compliance Department, Attention Director at 450 W. Paseo Redondo, Manning I, Tucson, AZ 85701.**
 3. The parties acknowledge and agree, however, that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no further notice to Covered Entity shall be required. Such unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Covered Entity's electronic PHI.
- b. **Breaches of Unsecured PHI:**
1. A potential Breach of Unsecured PHI by Business Associate shall be determined to be discovered by the Business Associate on the first date that Business Associate knows of the potential Breach or, by exercising reasonable diligence, would have known of the potential Breach.
 2. Within a time period to be determined by Covered Entity, but in no case later than 5 business days, Business Associate shall notify Covered Entity's Privacy Officer: Ramona Durrer by telephone at (520)-670-3819 and in writing via RamonaD@elrio.org of any potential Breach, which notice shall include the following information, to the extent possible:
 - a. A brief description of what happened, including (1) date of the potential Breach and (2) date of the discovery of the potential Breach;
 - b. A description of the type of Unsecured PHI involved;
 - c. The name of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed;
 - d. Any steps that Individuals should take to protect themselves from potential harm; and
 - e. A brief description of what Business Associate is doing to investigate the



potential Breach, to mitigate harm to Individuals, and to protect against further potential Breaches.

3. Business Associate agrees that Covered Entity will, in its sole discretion, determine whether a Breach has occurred following completion of a risk assessment as described at 45 CFR 164.402.
4. To the extent Business Associate is responsible for the Breach, Business Associate shall be obligated for the costs associated with investigating and mitigating the effects of the Breach.
5. Covered Entity reserves the right to oversee the Breach Notification process.
 - a. To the extent Business Associate or its subcontractors or agents are responsible for the Breach, Covered Entity reserves the right to require Business Associate to provide Notice to Individuals (as required by 45 CFR 164.404), to the media (as required under 45 CFR 164.406) and/or to the Secretary (as required under 45 CFR 164.408) or to be reimbursed by Business Associate for reasonable costs related to providing such Notice(s).
 - b. In the event that Business Associate is to provide the required Notice to Individuals but does not have all necessary information to fulfill the obligations set forth in 45 CFR 164.404, Business Associate shall notify Covered Entity in writing of the information needed to comply with the Notice provisions of 45 CFR Section 164.404. Covered Entity will provide the requested information to Business Associate within [insert response timeframe] of receipt of Business Associate's request for the information.
6. Business Associate will defend, hold harmless and indemnify Covered Entity and its employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties, or obligations (including attorneys' fees), which the Covered Entity may incur due to a Breach caused by Business Associate or Business Associate's subcontractors or agents.

5. ACCESS TO PROTECTED HEALTH INFORMATION

- a. **Individual Access:** If an Individual requests access to PHI or EHI directly from Business Associate, Business Associate will forward such request to Covered Entity without unreasonable delay and in no case longer than 5 business days after receiving the request. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI or EHI. Covered Entity and Business Associate will ensure PHI and EHI are available without unreasonable delay and in compliance with 45 CFR 164.524 and 45 CFR 171.

6. AMENDMENT OF PROTECTED HEALTH INFORMATION

- a. **Covered Entity Request:** Within 5 business days of receiving a request from Covered Entity to amend an Individual's PHI, Business Associate will provide such information to Covered Entity for amendment. Alternatively, if Covered Entity's request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment within 5 business days of receipt of the Covered Entity request.
- b. **Individual Request:** If an Individual makes a request for amendment directly to



Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI.

7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Disclosure Records:** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes to its agents, subcontractors or other third parties, in order that Covered Entity may provide an accounting to Individuals of such Disclosures as required under 45 CFR § 164.528. Business Associate will maintain its record of such Disclosures for six years.
- b. **Data Regarding Disclosures:** For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.
- c. **Provision to Covered Entity:** Within 5 business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its Disclosure records.
- d. **Request by Individual:** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within 5 business days of Business Associate's receipt of the Individual's request. Covered Entity will ensure the accounting is provided to the Individual.

8. ACCESS TO BOOKS AND RECORDS

- a. **Covered Entity Access:** Business Associate will, within 5 business days of Covered Entity's written request, make available during normal business hours at Business Associate's offices, all records, books, agreements, policies, and procedures relating to the Use or Disclosure of PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate's compliance with this Agreement.
- b. **Government Access:** Business Associate will make its internal practices, books and records available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards, Security Standards, or Breach Notification Regulations. Notwithstanding this provision, no attorney-client, accountant-client, or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

9. TERMINATION

Covered Entity may terminate the Written Agreement, if any, and this Agreement upon written notice to Business Associate if Covered Entity determines that the Business Associate or its subcontractors or agents have breached a material term of this Agreement. Covered Entity may immediately terminate the Written Agreement and this



Agreement or Covered Entity may provide Business Associate with written notice of the breach of this Agreement and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within 30 days of the date of such notice. If Business Associate or its subcontractors or agents fail to timely cure the breach, as determined by Covered Entity in its sole discretion, Covered Entity may terminate the Written Agreement, if any, and this Agreement.

10. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

- a. **Return or Destruction of PHI:** Except as provided under Section 10(b), within 30 days of termination of this Agreement, Business Associate will return to Covered Entity all PHI that Business Associate received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form or format. Alternatively, Business Associate may, upon Covered Entity's written consent, destroy all such PHI and provide written documentation of such destruction. Business Associate will be responsible for recovering any PHI from its subcontractors or agents or documenting destruction of such PHI, consistent with the terms of this Section.
- b. **Retention of PHI if Return or Destruction is Infeasible:** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2(c) which applied prior to termination; and
 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

11. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Business Associate will restrict the Use or Disclosure of PHI consistent with the Covered Entity's instructions.

12. MISCELLANEOUS

- a. **COMPLIANCE WITH LAWS:** The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will

EL RIO

HEALTH

meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon 30 days' written notice to the other party.

- b. **CONSTRUCTION OF TERMS:** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards, Security Standards or Breach Notification Regulations issued by the Department of Health and Human Services.
- c. **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. **NOTICES:** All written notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.
- e. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards, Security Standards and Breach Notification Regulations, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- f. **WRITTEN AGREEMENT:** This Agreement will be considered an attachment to Written Agreement, if any, and is incorporated as though fully set forth within the Written Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of Written Agreement.
- g. **SURVIVAL:** The respective rights and obligations of each party under this Agreement with respect to Sections 4(b)(6), 8(b), and 10(b) shall survive the termination of this Agreement.
- h. **COUNTERPARTS AND SIGNATURE:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- i. **CHOICE OF LAW:** Governing Law: The validity, construction and effect of this Agreement will be governed by the laws of the State of Arizona, without giving effect to that state's conflict of laws rules. Any Dispute will be resolved in a forum located in the State of Arizona.



BUSINESS ASSOCIATE		COVERED ENTITY	
Vendor Name		EL RIO SANTA CRUZ NEIGHBORHOOD HEALTH CENTER, INC	
Signature:		Signature:	
Name:		Name:	Ramona Durrerr, RN, MBA, CPHQ, CPHRM
Title:		Title:	Compliance & Risk Officer
Date:		Date:	
CONTACTS FOR NOTICES UNDER THIS AGREEMENT			
Name:		Name:	Ramona Durrerr , RN, MBA, CPHQ, CPHRM
Title:		Title:	Compliance & Risk Officer
Address:		Address:	450 W. Paseo Redondo Manning I Tucson, Az 85701
Phone #:		Phone #:	520.670.3819
Email:		Email:	RamonaD@elrio.org
8			





