

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between Stryker Sales, LLC, acting through Physio-Control, Inc., a wholly owned subsidiary of Stryker Corporation, (“Business Associate”) and Pinellas County (the “County”) and the Pinellas County Emergency Medical Services Authority, d/b/a SUNSTAR EMS (“Covered Entity”). Hereinafter collectively referred to as “the parties”.

RECITALS

WHEREAS, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate may receive, have access to or create Health Information in order to perform such functions, activities or services; and

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder (“HIPAA”), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

WHEREAS, the Health Information Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”), amended provisions of HIPAA widening the scope of privacy and security protections available under HIPAA, increases the potential for legal liability and provides for more enforcement; and

WHEREAS, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place; and

WHEREAS, on March 26, 2013, the Department of Health and Human Services (“HHS”) HIPAA Omnibus Final Rule became effective, modifying the requirements for Business Associates and Business Associates Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing which are hereby acknowledged and incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices,

Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Stryker Sales, LLC, acting through Physio-Control, Inc., a wholly owned subsidiary of Stryker Corporation.

1.3 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County and the Pinellas County Emergency Medical Services Authority, d/b/a SUNSTAR EMS.

1.4 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.5 “Privacy Regulations” means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.6 “Services” means the services provided by Business Associate pursuant to the Underlying Agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.7 “Underlying Agreement” means the **Purchase and Services** Agreement, with an effective date of June 13, 2023, executed by the Covered Entity and Business Associate, if any.

1.8 “Secretary” shall mean the Secretary of the Department of Health and Human Services or their designee.

ARTICLE II OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees to:

2.1.1 Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as required by law;

2.1.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement;

2.1.3 Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

- 2.1.3.1 The initial report shall be made to the Covered Entity within five (5) days from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to the Covered Entity no later than twenty (20) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure; and
 - 2.1.3.2 Business Associate will handle and shall be responsible for breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity unless otherwise directed by the Covered Entity or as required by law.
- 2.1.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to no less restrictive restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 2.1.5 If Business Associate maintains designated record sets, make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
 - 2.1.5.1 Requests received by the Business Associate directly from an individual seeking access to protected health information in a designated record set will be forwarded to the Covered Entity within ten (10) business days to allow the Covered Entity to process the request.
- 2.1.6 If Business Associate maintains designated record sets, make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
 - 2.1.6.1 Requests for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity within ten (10) days to allow the Covered Entity to process the request.
 - 2.1.6.2 Business Associate shall seek to incorporate any amendments to the information in the designated record set within five (5) business days.
- 2.1.7 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within ten (10) days, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 regardless of whether the Business Associate received the request for an accounting of disclosures directly from the individual, or the Covered Entity made the Business Associate aware of such a request received by the Covered Entity;
 - 2.1.7.1 For each Disclosure that requires an accounting, Business Associate shall track the information required by the Privacy Regulations and shall

securely maintain the information for six (6) years from the date of the Disclosure.

- 2.1.8 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.9 Make its internal practices, books, and records, especially relating to the use and disclosure of PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.2 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective immediately upon execution of this Agreement or the agreement to which it is appended.

2.3 Permitted Uses and Disclosures of Protected Health Information.

2.3.1 Business Associate may only:

- 2.3.1.1 Use and Disclose Protected Health Information as necessary to perform Services for, or on behalf of Covered Entity, including data transfer services in accordance with the Underlying Agreement;
- 2.3.1.2 Use Protected Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);
- 2.3.1.3 Use or Disclose Protected Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity consistent with Covered Entity's minimum necessary policies and procedures, provided that Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in a manner that would not be permissible if done by Covered Entity;
- 2.3.1.4 Use or Disclose Protected Health Information as required by law;
- 2.3.1.5 Business Associate shall not Use Health Information for any other purpose, except that, if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity;
- 2.3.1.6 Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to

any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.

2.5 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.6 Exclusion Testing. As of the Effective Date of this Agreement, Business Associate hereby represents and warrants to Covered Entity that none of its current members, shareholders, directors, officers, agents, employees, or workforce members are currently excluded from participation in Medicare, Medicaid, or any other Federal Health Program or State Health Program. Business Associate further agrees that it shall conduct exclusion testing at a minimum of once a year, which exclusion testing shall consist of, at a minimum, checking of its current or future members, shareholders, directors, officers, agents, employees, or workforce members against the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities and any corresponding state database. Business Associate agrees to notify Covered Entity within as soon as practical but no less than ten (10) days after Business Associate first becomes aware that any of the foregoing representations and warranties has become or may become inaccurate. Business Associate further agrees to fully indemnify Covered Entity for all third-party claims brought against Covered Entity for breaches of representations and covenants set forth above.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520.

3.1.1 Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

3.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI.

3.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's permitted or required uses and disclosures of PHI.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Underlying Agreement(s).

4.2 Termination for Cause. Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party shall either:

a. notify the breaching Party of the breach in writing, and provide an opportunity to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if the breaching Party fails to cure the breach or end the violation within such time period the non-breaching Party shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to the breaching Party;

b. upon written notice to the breaching Party, immediately terminate this Agreement and the Underlying Agreement(s) if the non-breaching Party determines that such breach cannot be cured; or

c. if the non-breaching Party determines that neither termination nor cure is feasible, the non-breaching Party shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Either Party may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) a Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to Section 5.2 or (b) a Party does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the other Party, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, to the extent feasible, all Protected Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Protected Health Information. However, if the Business Associate determines that neither return nor destruction of Protected Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Protected Health Information provided that Business Associate (a) continues to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI and comply with the provisions of this Agreement for as long as it retains the Protected Health Information, and (b) further limits Uses and Disclosures of

Protected Health Information to those purposes that make the return or destruction of Protected Health Information infeasible.

4.5 Termination for Convenience: Termination for Convenience is allowed with seven (7) days' notice if the Underlying Agreements have been terminated.

4.6 Survival. The obligations of Business Associate under this Article IV shall survive the termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Indemnification and Limitation of Liability. Notwithstanding anything to the contrary in the Underlying Agreement(s), Business Associate shall indemnify, defend, and hold harmless Covered Entity, and its subsidiaries and affiliates, and its and their trustees, officers, employees, agents, representatives and subcontractors (collectively, the "Indemnitees") from all actual and direct losses suffered by the Indemnitees and all liability to third parties arising directly from (a) Business Associate's use or disclosure of PHI in violation of the terms of this BAA or applicable law, or (b) whether in oral, paper or electronic media, and any Breach of unsecured PHI. The foregoing indemnification obligation is conditioned on Business Associate having the lead over the defense and settlement of any claim that is subject to indemnification under this BAA, provided that Covered Entity has approved in writing in advance, which approval shall not be unreasonably withheld, (1) the counsel selected by Business Associate to defend such claim and (2) the settlement of any such claim. Covered Entity 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. These indemnities shall survive termination of this BAA. Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding which arises out of a HIPAA related incident or data breach. Business Associate's liability, if any, for damages to the Indemnitees for any cause whatsoever arising out of or related to this BAA, and regardless of the form of the action, shall be limited to the Indemnitees' actual damages or direct damages, in an amount no more than \$500,000.

Business Associate shall not be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this BAA or any action, inaction, alleged tortious conduct, or delay by Covered Entity.

5.1.1 Nothing herein is intended to, nor shall it be construed as a waiver of any immunity from or limitation from liability to which the County is entitled under the Doctrine of Sovereign Immunity (Section 768.28, Florida Statutes and all other applicable law). Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

5.2 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the

standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.3 Relationship to Underlying Agreement(s) Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.4 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.5 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6 Agreement Drafted by All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate: Stryker Medical
 Attn: Legal
 3800 E. Centre Ave.
 Portage, MI 49002

If to Covered Entity: Pinellas County EMSA
 c/o Pinellas County Safety and Emergency Services
 Attn: HIPAA Compliance Officer
 12490 Ulmerton Road
 Largo, FL 33774-2700

With copy to: Pinellas County Attorney
 315 Court Street, 6th Floor
 Clearwater, FL 33756

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in Pinellas County, Florida or if in federal court, venue will be the United States District Court for the Middle District of Florida – Tampa Division.

5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their undersigned authorized officers effective as of this _____ day of _____, 202_____.

COVERED ENTITY

BUSINESS ASSOCIATE

By: Barry Burton

By: Lara Digitally signed by Lara

Print Name: Barry Burton

Print Name: Mordoh

Title: County Administrator

Title: h Date: 2026.05.22

Dated: June 1, 2026

Dated: 12:50:11 -04'00'

Approved as to form subject to proper execution

APPROVED AS TO FORM

By: Patrick Allman
Office of the County Attorney

Office of the County Attorney