

MEDICAL DIRECTION SERVICE AGREEMENT

October 1, 2017

Contract No. 167-0194-P

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774-2700**

AGREEMENT made this 14TH day of SEPTEMBER 2017, between **EmCare, Inc., Clearwater FL**, ("Contractor"), and the **PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY**, a special taxing district established by Chapter 80-585, Laws of Florida, as amended ("Authority").

RECITALS

1. On March 15, 2017, the Authority released a Request for Proposal No. 167-0194-P for the provision of Medical Direction Services ("RFP").
2. On May 4, 2017, the Authority selected the Contractor as the number one ranked proposer and authorized negotiations with Contractor.
3. Pursuant to the RFP, Contractor and Authority now desire to enter in to this Medical Direction Service Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Contractor and Authority (collective "Parties") hereto with respect to the provision of Medical Direction Services in Pinellas County.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS

The following Appendices are attached to and made part of this Agreement:

- Appendix A. First Responders in Pinellas County
- Appendix B. Medical Operations Manual
- Appendix C. Certificate of Insurance
- Appendix D. Business Associate Agreement

This Agreement, together with the foregoing Appendices, constitutes the entire Medical Direction Service Agreement between the Parties with respect to the provision of Medical Direction services, shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the

terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. In the event of, and/or to the extent there exists a conflict among this Agreement and the above listed Appendices, this Agreement shall govern.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Advanced Life Support" or "ALS" means treatment of life-threatening and non-life-threatening trauma and medical conditions through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

"Ambulance Contractor" means the entity contracted by the Authority to provide Ambulance Services and Mental Health Interfacility Transport Services.

"Ambulance Services" means the emergency, non-emergency, inter-facility, critical care, and other Specialized Rescue and other specialized transport services offered by the Authority through its Ambulance Contractor.

"Ambulance" means any vehicle permitted by the Department, approved by the Executive Director, and operated by the Ambulance Contractor, which is equipped to provide Advanced Life Support services or Basic Life Support services, and used for the transportation of Patients.

"Associate Medical Director" means physician who is (1) duly licensed osteopathic or medical doctor in the State of Florida, (2) meets the requirements of the Department, (3) is board certified in emergency medicine, and (4) has a valid employment agreement with the Contractor to serve as an assistance to the Medical Director.

"Authority" means the Pinellas County Emergency Medical Services Authority, a special taxing district established by Chapter 80-585, Laws of Florida, as amended.

"Basic Life Support" or "BLS" means treatment of life-threatening and non-life-threatening trauma and medical conditions by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

"Caller" means a person accessing the EMS system by telephone.

"Certificate of Public Convenience and Necessity" or "COPCN" means that certificate issued by the Board of County Commissioners pursuant to Chapter 401.25(2)(d), Florida Statutes or the Authority through Chapter 54 of the Pinellas County Code.

"Continuing Medical Education" or "CME" means the current Continuing Medical Education Program for the continuing and remedial education and training of all EMS Personnel.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"County-Certified" or "County Certification" means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board and the Medical Director, and approved by the Authority.

"Department" means the State of Florida Department of Health, Bureau of Emergency Medical Services.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS system.

"Emergency Medical Technician" or "EMT" means any person who is trained in Basic Life Support, who is County-Certified, and who is certified by the Department to perform such services in emergency and non-emergency situations.

"EMS Advisory Council" means the Pinellas County Emergency Medical Services Advisory Council.

"EMS Confidential Information" means EMS System information deemed confidential and/or exempt from §119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, HIPAA, HITECH, or other applicable law, including, but not limited to, Protected Health Information (PHI), trade secrets, data processing software obtained by the EMS System under a licensing agreement and EMS System-produced data processing software and security systems, and any other information designated in writing by the Executive Director as EMS Confidential Information.

"EMS Emergency" means any occurrence or threat thereof, in the County or any municipality therein, or in any surrounding County or Counties, which may result in unexpected increased demand for EMS services and is designated as such by the Executive Director.

"EMS Ordinance" means Chapter 54, Article III, of the Pinellas County Code.

"EMS Personnel" means the County-Certified Physicians, Paramedics, Registered Nurses, EMTs, and Wheelchair Transport drivers employed by ALS and BLS First Responders, the Ambulance Contractor, the Authority or the Contractor.

"EMS System" means the network of organizations and individuals established to provide emergency medical services to citizens of the County and includes: all ALS and Critical Care Ambulance Services, all ALS and BLS First Responder Services, Regional 9-1-1 and EMS Communications Center operations, Medical Direction Services, citizen CPR training and public education.

"EMS" means Emergency Medical Services.

"Executive Director" means the Authority's Director of the EMS System or his/her designee.

"EMS Fellow" means a graduate of an Accreditation Council for Graduate Medical Education (ACGME) approved residency training program in emergency medicine, who is enrolled in an approved post-graduate program of study in the sub-specialty of Emergency Medical Services.

"First Responder Services" means the rapid response of EMS Personnel to medical and traumatic emergencies to provide patient assessment and ALS or BLS patient care, as necessary, at the scene of an emergency including Specialized Rescue services.

"First Responders" means any municipalities, fire districts, entities, as listed in Appendix A, or any future entities under contract with the Authority and located within Pinellas County that possess (1) a valid Certificate of Public Convenience and Necessity, and (2) a valid agreement with the Authority to provide ALS or BLS First Responder Services.

"Fiscal Year" means the period commencing October 1 in any given year and ending September 30 of the following year.

"Medical Communications Officer" means the specially trained Paramedic or EMT employed by the Ambulance Contractor to relay information to hospitals and monitor the status of hospital resources and EMS System resources in accordance with the Medical Operations Manual.

"Medical Control Board" means the board appointed by the Authority, pursuant to the EMS Ordinance, and having the duties and responsibilities set forth in the EMS Ordinance and any rules and regulations adopted pursuant thereto.

"Medical Control Physician" means the specially trained and County-Certified physician authorized to provide Online Medical Control. Medical Control Physicians must be licensed to practice in the State of Florida and board certified and active in a broad-based clinical medical specialty with demonstrated experience in emergency medicine or other related specialty.

"Medical Direction" or "Medical Direction Services" means the (1) clinical oversight and leadership, protocol and policy review (offline medical control), (2) the provision of Online Medical Control services, (3) review and approval of medical supply and equipment standards, (4) review and approval of the certification and re-certification of EMS Personnel, (5) Review and approval of all CME training materials and curriculum, and (6) field observation of EMS Personnel rendering patient care as required by the Department.

"Medical Director" means the physician who is (1) duly licensed osteopathic or medical doctor in the State of Florida, (2) meets the requirements of the Department, (3) is board certified in emergency medicine, (4) meets the requirements of the EMS Ordinance and (5) has a valid employment agreement with the Contractor, to serve as the clinical leader of the EMS System. The Medical Director must also meet the approval of the Medical Control Board and be appointed by Authority.

"Medical Operations Manual" means the current clinical, operational and administrative procedures, protocols and guidelines, a copy of which is attached hereto as Appendix B,

prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

"Mental Health Interfacility Transport Services" means the interfacility transportation of mental health clients, in accordance with Chapter 394, Florida Statutes, and any successor statute.

"Online Medical Control" means the clinical management, direct orders and supervision provided by the Medical Director or a Medical Control Physician via radio, telephone or scene response to EMS Personnel rendering ALS and BLS patient care and treatment at the scene of an emergency and prior to or during emergency, non-emergency or specialized transport.

"Paramedic" means a person who is County-Certified and certified by the Department to perform Basic and Advanced Life Support procedure, pursuant to the provisions of state statute and regulations.

"Party" or **"Parties"** means either the Authority or Contractor, or both, as the context of the usage of such term may require.

"Patient" means an individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

"Performance Requirements" means the requirements of this Agreement intended to ensure; (1) clinical and operational performance is consistent with approved medical standards and protocols; (2) Contractor is unrelenting in its effort to detect and correct performance deficiencies; and (3) Contractor assists the Authority in upgrading the performance and reliability of the EMS System; (4) Contractor meets all the requirements of providing Medical Direction Services; (5) Contractor meets all of the requirements of providing a Medical Director.

"Priority Dispatch Protocols" means the interrogation protocols and pre-arrival instructions, as set forth in the "Advanced Medical Priority Dispatch System" (AMPDS) guidelines developed by the National Academy of Emergency Medical Dispatch, or any successor method approved through processes adopted by the Board of County Commissioners.

"Protocols" means protocols, procedures and standards to be followed by all EMS personnel including, but not limited to, clinical treatment protocols; standing orders; multiple casualty incident and disaster protocols; transport protocols including hospital destination, hospital bypass and first responder transports; trauma transport protocols and use of helicopter ambulances; protocols for the transfer of patient care and professional interaction between EMS personnel; on-scene medical authority; standard for allowed clinical procedures; policies and protocols to govern Specialized Rescue teams and situations; standards for emergency (9-1-1) and non-emergency EMS call-taking, call processing and radio and data communications including, but not limited to, priority dispatch and pre-arrival instruction protocols; standards for patient care reporting and record keeping; standards for Baker Act transport services and wheelchair/stretchers van services.

"Quality Assurance Review" means an audit, inquiry or review, by the Medical Director, into procedures and practices of EMS Personnel, First Responders, or the Ambulance Contractor on an individual EMS incident or overall EMS System performance or compliance.

"Registered Nurse" means a person who is County-Certified and licensed to practice professional nursing pursuant to the provisions of Chapter 464, Florida Statutes and any successor statute.

"Rules and Regulations" means the rules and regulations adopted by the Authority, as may be amended from time to time.

"Specialized Rescue" means the hazardous materials response team(s), tactical (SWAT) EMS teams, water rescue teams and technical rescue teams provided by the Ambulance Contractor or First Responders to mitigate emergency situations and affect the rescue of Patients.

"State of Emergency" means a Disaster, which has been declared by proclamation of the State, County, or a municipality in the County.

"State" means the State of Florida.

"Wheelchair/Stretcher Van Transport" means the services, vehicles and personnel regulated by the Authority for the transport of wheelchair bound clients within the County.

SECTION 202. TERMS GENERALLY

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF CONTRACTOR

Contractor represents and warrants to the Authority that each of the following statements are presently true and correct:

(a) Existing. Contractor has been organized and validly exists, under the laws of the State of Delaware, and has been qualified to conduct business in the State of Florida, as having all requisite power and authority in Florida to carry on its business as now conducted, to

own or hold or otherwise its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary actions on the part of, and has been duly executed and delivered by, Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Authority; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) the corporate charter or bylaws of Contractor or any other agreement or instrument in existence on the date of this Agreement to which Contractor is a party.

(c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) No Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement of any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

(f) Requirements of Applicable Law. Contractor is aware of, acknowledges its ongoing duty to comply with, and represents that it is fully prepared to comply with, any applicable federal, state and local laws, regulations and requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191(August 21, 1996), as amended, and regulations promulgated thereunder ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act - Division A, Title XIII, and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Pub. Law 111-5, 123 Stat. 115 (Feb. 17, 2009), and regulations promulgated thereunder ("HITECH"), the Medicare and Medicaid Patient Protection Act of 1987, as amended, 42 U.S.C. §1320a-7b and regulations promulgated thereunder (the "Anti-kickback Statute"), and 42 U.S.C. §1395nn and regulations promulgated thereunder (the "Stark Act").

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. MEDICAL DIRECTOR

(a) Obligation to provide a Medical Director. Contractor shall continuously provide a physician to provide clinical leadership to the EMS System and serve as its sole Medical Director.

Contractor shall ensure that its agreement with the physician to fulfill the position of Medical Director fully discloses the requirements of this agreement and requires that if the Medical Director intends to voluntarily resign the position, he/she shall continue to serve as the Medical Director until such time as the Authority approves a replacement physician.

(b) Requirements of the Medical Director. Medical Director shall:

- Be duly licensed to practice as a medical or osteopathic doctor in the State of Florida;
- Is board certified by the American Board of Emergency Medicine (ABEM), the American Osteopathic Board of Emergency Medicine (AOBEM) Shall be active in a broad-based clinical medical specialty with demonstrated experience in pre-hospital care and hold an Advanced Cardiac Life Support (ACLS) certificate or equivalent.
- Meet the requirements of the Department under applicable Florida Statutes and Administrative Code;
- Meet the requirements of the EMS Ordinance;
- Have a valid employment agreement with the Contractor or one of its professional contractual affiliates, and submit a copy of such to the Authority, and
- Be recommended by the Medical Control Board and appointed by the Authority.

(c) Activities of the Medical Director. Medical Director shall:

- Assume direct responsibility for the clinical activities performed by all EMS Personnel performing within the EMS System;
- Discharge all duties identified in Florida Statutes, Florida Administrative Code, the EMS Ordinance, the Rules and Regulations and the Medical Operations Manual;
- Be a participant in a statewide physician group involved in pre-hospital care, and
- Be an active member of a national professional organization that promotes the clinical practice of EMS.

SECTION 401.1. ASSOCIATE MEDICAL DIRECTOR

(a) Obligation to provide An Associate Medical Director. Contractor shall provide a physician(s) on a part-time basis totaling sixty (60%) percent of a full-time equivalent. Such time shall predominately be in the office or field.

(b) Requirements of the Associate Medical Director. Associate Medical Director shall:

- Be duly licensed to practice as a medical or osteopathic doctor in the State of Florida;
- Is board certified by the American Board of Emergency Medicine (ABEM), the American Osteopathic Board of Emergency Medicine (AOBEM) Shall be active in a broad-based clinical medical specialty with demonstrated experience in pre-hospital care and hold an Advanced Cardiac Life Support (ACLS) certificate or equivalent.
- Meet the requirements of the Department under applicable Florida Statutes and Administrative Code;
- Have a valid employment agreement with the Contractor, or one of its professional contractual affiliates, and submit a copy of such to the Authority.

(c) Activities of the Associate Medical Director. Associate Medical Director shall:

- Assist the Medical Director with duties in Section 401 and any subsequent Sections; and

- Exercise the authority, duties, and responsibilities of the Medical Director when the Medical Director is absent.

SECTION 402. MEDICAL OPERATIONS MANUAL

(a) Comprehensive Review. Authority's staff shall conduct an on-going and comprehensive review of all Protocols, rules, regulations and standards as may be necessary to ensure reliable service delivery in the EMS System and appropriate patient care. These are collectively contained within the Medical Operations Manual. Authority's staff will research and draft all protocols, processes and procedures.

Authority's staff and the Medical Director shall consider the results of Quality Assurance Reviews, review of medical literature, and input from the Medical Control Board and interested physicians, the EMS Advisory Council, First Responders, Ambulance Contractor, EMS Personnel, and the Authority in drafting and reviewing proposed protocols.

The medical director shall monitor the number of on-line medical consultations within the EMS system, and seek to maintain at an acceptable level though the use of revised protocols as necessary.

SECTION 403. ONLINE MEDICAL CONTROL

Contractor shall provide a primary Online Medical Control Physician on a continual basis that is available by telephone and access via radio to the Pinellas County Intergovernmental Public Safety Radio and Data System.

Online Medical Control shall be made available 24 hours per day to provide clinical guidance, patient care and treatment orders, medication orders for all First Responders and the Ambulance Contractor on all pre-hospital and interfacility activities of the EMS System including, but not limited to, Specialized Rescue services, critical care transport, and mental health interfacility transports.

All Online Medical Control staff members shall be County-Certified Medical Control Physicians in accordance with the Rules and Regulations and receive specialized training in the provision of Online Medical Control. All Online Medical Control staff shall satisfactorily complete a minimum of 10 hours per year of continuing medical education. Five (5) of the continuing education hours must be related to pre-hospital care.

Online Medical Control staff members shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and the Medical Control Board, including the protocols established in the Medical Operations Manual, and shall assist the Medical Director in monitoring, regulating, and the oversight of the EMS System.

SECTION 404. CONTINUING MEDICAL EDUCATION

Contractor shall be responsible for ensuring the quality of the CME training provided to the EMS system by:

- Reviewing and approving all curriculum and courses for the CME training program prior to EMS Personnel being trained;
- Actively participating in the CME steering committee;
- Make staff available to serve as subject matter experts or curriculum consultants to the core and remedial CME programs;
- Advise the Authority's Executive Director or the Medical Control Board anytime the Contractor believes the quality of the CME program is failing to ensure high quality patient care is provided by EMS Personnel;
- Medical Director shall monitor and audit at least one (1) class of every CME course.

SECTION 405. MEDICAL EQUIPMENT AND SUPPLIES

Authority's staff shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the EMS System and excellence in patient care.

Authority's staff shall prepare clinical justification for medical equipment, pharmaceuticals and medical supplies. Staff shall ensure implementation instructions are distributed to the Ambulance Contractor and First Responders prior to training or implementation, and training through the CME program has been completed, if necessary prior to implementation of new equipment, pharmaceuticals or medical supplies.

Medical Director shall review and approve all changes to medical equipment, pharmaceuticals and medical supplies and seek approval of the Medical Control Board for items that institute new treatment modalities.

Authority's staff and the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the Medical Control Board, interested physicians, the EMS Advisory Council, First Responders, Ambulance Contractor, EMS Personnel, and the Authority.

SECTION 406. QUALITY ASSURANCE AND IMPROVEMENT

The Medical Director is expected to have a high level of involvement in the areas of Quality Assurance and continuous improvement of clinical processes and service delivery. It is contemplated that over the life of this agreement the methods which are used by the Authority in implementing these activities will change and evolve based upon the needs of the system as determined by the Authority through its Rules and Regulations or through changes to state law. At present it is contemplated that the Medical Director will be involved and support these processes as follows:

- (a) Complaint Analysis and Performance Monitoring – Authority's staff shall establish procedures for routine auditing and monitoring of EMS System performance and adherence to Protocols on individual EMS incidents and overall EMS System compliance. Medical Director or designees may, at any time and without limitation, conduct performance monitoring and complaint analysis to ensure that EMS Personnel, First

Responders and the Ambulance Contractor comply with the Protocols and Rules and Regulations of the Medical Control Board and the Authority. Contractor will support the informal analysis of complaints arising from patients or interested parties in assuring that protocols were followed and appropriate services were rendered and making recommendations regarding resolution of any issues not requiring any formal action regarding a Quality Assurance Review or Professional Standards Investigation. Alternatively, as a result of the informal analysis of complaints a referral may be made for a Quality Assurance Review or for action regarding Professional Standards.

(b) Quality Assurance Review – Medical Direction Services will support the Authority in their discharge of the process contained in F.S. 401.425 through their Emergency Medical Services Review Committee in assisting in the analysis of issues before the committee and appropriate resolution of any issues arising out of the review process. The Emergency Medical Review Committee may require remedial training of EMS Personnel. Such remedial training may be conducted by the Medical Director, the CME Contractor, First Responder agencies or the Ambulance Contractor at the Medical Director's discretion.

(c) Professional Standards – Medical Director shall take actions necessary, in accordance with Section 409, to ensure that EMS Personnel conduct themselves professionally, have appropriate clinical assessment and treatment skills, appropriate clinical and operational decision-making skills, and adhere to Protocols and, Rules and Regulations. The Medical Director will be the final decision making authority for issues regarding certification to practice as part of the Pinellas County EMS system subject to the professional standards process in the Rules and Regulations.

The Medical Director and staff will comply with the time requirements of either state law or the Rules and Regulations of the Authority, which apply to the incidents being evaluated under this section and which are in force at the time of the investigation.

Section 407. CERTIFICATION OF EMS PERSONNEL

(a) Certification Process. Authority's staff shall validate that all EMS Personnel meet the initial requirements and continuously comply with the established standards to attain and maintain County certification required to be classified as County-Certified. Medical Director shall review and approve new certifications of EMS Personnel. Medical Director shall issue, renew, suspend and revoke the County-Certification of EMS Personnel following the Rules and Regulations and due process requirements.

(b) Due process. Authority's staff shall provide for all procedures for the suspension, revocation, refusal to renew, or refusal to initially issue a personnel certificate or vehicle permit. The due process standards shall be subject to approval of the County Attorney and may not be adopted until the Medical Control Board and the Authority have given such approval. Medical Director shall comply with the due process requirements when suspending, revoking or refusing to issue County Certification for EMS Personnel.

SECTION 408. FIELD ACTIVITY AND SYSTEM MONITORING

Medical Director or designee shall substantially perform and document in its monthly summary report to the Authority evidence of the following required activities:

- Direct field observation of EMS Personnel performing patient care at a minimum of five (5) EMS incidents per month;
- Visit and interact with EMS Personnel, hospital emergency department staff, and other public safety personnel on a regular basis. Contractor shall document at least three (3) visits to a First Responder, Ambulance Contractor station, or a hospital emergency room each month, and
- The Medical Director shall ride along and observe field activity as a crewmember on an Ambulance or First Responder unit for a minimum of ten (10) hours per year.

Such field responses, visits and ride-alongs shall be distributed equally among each of the First Responder agencies, the Ambulance Contractor and the hospitals on an annual basis.

SECTION 409. INTEGRATED DATA SYSTEM

(a) Integrated Data System. Medical Director shall assist the Authority in improving the clinical user requirements for the Authority's existing medical record-keeping system. The Parties understand that the database of the Authority's automated medical record-keeping system shall be fully comprehensive, including complete and integrated information on all system activities. Contractor shall, without additional compensation:

- Require all Contractor personnel to comply with all record-keeping and data entry requirements of the EMS System, to document online medical control consults, as approved and periodically revised by the Authority;
- Comply with coding and data format conventions as specified by the Authority.

(b) Ownership of Data and Records. Contractor agrees that all data, whether written or an electronic file, relating to the Authority's Patients, operations and EMS System including, but not limited to, dispatch records, patient care reports, research and quality assurance databases, hospital status and capability, personnel certification, and continuing education rosters are all the property of the Authority.

(c) EMS Confidential Information. Contractor shall not disclose to any third party EMS Confidential Information that Contractor, through its personnel, has access to or has received from the Authority pursuant to its performance of services pursuant to the Agreement, unless approved in writing by the Executive Director. All such EMS Confidential Information will be held in trust and confidence from the date of disclosure by the Authority, and discussions involving such EMS Confidential Information shall be limited to Contractor's personnel except as is necessary to complete the requirements of this Agreement.

SECTION 410. PERSONNEL

The Parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's personnel.

Contractor is responsible for ensuring, through in-service and new employee orientation, that its personnel possess a thorough understanding of the structure, finance, and operation of the EMS System and its underlying structure and philosophy.

Contractor shall utilize management practices, which ensure that Online Medical Control personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime have not been on-duty to an extent, which might impair clinical judgment or job performance.

After prior written notice and a meeting between the Parties to discuss alternatives or remedial plans (meeting shall be within ten (10) calendar days of the notice), the Authority may demand the removal of any person employed by Contractor who chronically misconducts himself or is chronically incompetent or negligent in the due and proper performance of his duties, and Contractor shall not reassign such persons for production of services under this Agreement without the prior written consent of the Authority. Provided, however, that the Authority shall not be arbitrary or capricious in exercising its rights under this provision.

SECTION 411. NOTIFICATIONS

Contractor shall make reasonable efforts to notify the Executive Director or their designee, via telephone, electronic medium or verbally, upon occurrence, of the following:

- Significant complaints, unusual occurrences or investigations;
- Instances when an acting Medical Director is providing coverage;
- Changes in Medical Control Physician staff;

SECTION 412. COORDINATION AND APPROVAL

Medical Director shall notify the Executive Director or their designee, in writing, thirty (30) days prior to implementing changes in protocols or equipment standards, except emergency actions deemed necessary to ensure public health, safety and welfare.

Medical Director shall request the approval of the Medical Control Board before adopting changes to any protocol, equipment standards or Rules and Regulations developed by the Medical Director prior to implementation except emergency actions deemed necessary to ensure public health, safety and welfare.

SECTION 413. CONSTITUENT AND QUALITY ASSURANCE MEETINGS

Medical Director or his/her designee shall regularly attend the monthly or periodic meetings of the EMS Advisory Council, Medical Control Board, Pinellas County Fire Chief's Association, the EMS Leadership Group and Ambulance Services Quality

Committee, to keep EMS System constituents and stakeholders informed of the Contractor's activities and to provide an opportunity for feedback regarding clinical policies in the EMS System.

Contractor shall conduct a meeting with the Executive Director to discuss the clinical status of the EMS System and discuss Quality Assurance Reviews on a quarterly basis.

Contractor shall conduct a meeting with the Ambulance Contractor and all Fire Responders to discuss the clinical status of the EMS System and discuss Quality Assurance Reviews. This shall be done no less frequently than quarterly.

SECTION 414. DISASTER ASSISTANCE AND PLANNING

Immediately upon notification by the Authority of a Disaster, State of Emergency or EMS Emergency, Contractor shall commit all resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or EMS Emergency has occurred.

Contractor will actively cooperate in planning, updating, and following the Pinellas County Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill critiques and providing a representative to the meetings of the Disaster Advisory Council, and for emergency management drills and activation of Emergency Operations Center at Contractor's sole expense.

SECTION 415. ETHICS AND COMPLIANCE

Contractor shall at all times conduct its business and perform its responsibilities under this Agreement in accordance with ethical business practices. Contractor, its agents, employees, and Medical Director shall provide services hereunder in compliance with all applicable federal, state and local laws, ordinances, Rules and Regulations.

Contractor further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding the determination of medical necessity. Contractor shall assist the Authority, First Responders and Ambulance Contractor on an as needed basis to maintain any ambulance billing compliance programs implemented by the Authority.

Contractor shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Business Associate Agreement attached as Appendix D hereto.

Contractor shall assist the Authority, First Responders and the Ambulance Contractor in attaining and continually complying with accreditation requirements related to Medical Direction Services that affect the various service accreditations sought by the Authority, First Responders or the Ambulance Contractor. Such service accreditations shall include, but not be limited to, the Commission for the Accreditation of Ambulance Services (CAAS), the National Academy of Emergency Dispatch Accredited Center of Excellence (ACE), the Commission on Accreditation of Medical Transport Systems (CAMTS), and the Commission on Fire Accreditation International (CFAI).

ARTICLE V
DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. COMMUNICATIONS INFRASTRUCTURE

Except as otherwise provided herein, the Authority shall furnish, own and maintain, at no cost to Contractor, the EMS System's entire communications infrastructure and shall make available for the use of the Contractor the following: portable radios for up to twelve (12) personnel; pagers for up to twelve (12) personnel; unified communication platform between SmartPhone and the 800MHz radio network; maintenance of such equipment throughout the life of this Agreement, except for losses and repairs due to loss, theft, abuse, or neglect. The Authority shall replace portable radios according to its normal replacement schedule.

SECTION 502. CENTRAL FACILITIES AND EQUIPMENT

The Authority shall provide, at no cost, an office to be used by the Medical Director to perform the duties required in this Agreement. The Authority reserves the right to provide office space in an alternative location at its sole discretion. Contractor shall pay, on a monthly basis, for any personal telephone charges. Additional office space may be provided upon request, if approved by the Executive Director.

The Authority shall allow an existing County emergency vehicle to be used by the EMS Medical Director, Associate Medical Director, or EMS Fellow in the performance of field observation and system monitoring duties as required in Section 408 of this Agreement and to respond to EMS Incidents, Mass Gatherings or large scale Mass Casualty Incidents.

Such vehicle shall not be permanently assigned.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS

Contractor shall pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of: a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and, upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

(a) Worker's Compensation Insurance with employer liability limits as required by law, as follows:

- Per Employee - \$500,000.00
- Per Employee Disease - \$500,000.00
- Policy Limit Disease - \$500,000.00

(b) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, as follows:

- General Aggregate - \$2,000,000.00
- Products/Completed Operations Aggregate - \$2,000,000.00
- Personal Injury and Advertising Injury - \$1,000,000.00
- Combined Single Limit Per Occurrence - \$1,000,000.00

(c) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy. Limits are as follows:

- Combined Single Limit Per Accident - \$1,000,000.00

(d) Professional Liability Insurance (Medical Malpractice) with at least the minimum limits as follows. If "claims made" coverage is provided "tail coverage" extending five (5) years beyond the termination of the contract shall be required. Proof of "tail coverage" must be submitted sixty (60) days prior to the termination of the contract, or immediately if contract termination is less than sixty (60) days. In lieu of "tail coverage", Contractor may submit annually to the Authority, for a five (5) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of the initial contract. The limits are as follows:

- General Aggregate - \$10,000,000.00
- Each Occurrence or Claim - \$5,000,000.00

For acceptance of Professional Liability coverage included with another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence or claim must be greater than or equal to the amount of Professional Liability and other coverage combined.

(e) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (e) Property Insurance. Contractor will be responsible for all damage to its own property, equipment and/or materials.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS

Each insurance policy shall include the following conditions by endorsement to the policy:

(a) Contractor shall provide notice forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a written notice thereof to the Authority. Contractor shall also notify the Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against the Authority or County for payment of premiums or assessments for any deductibles, which are all at the sole responsibility and risk of Contractor.

(c) Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or to any such future coverage, or to County's Self-Insured Retention of whatever nature. Contractor's insurance shall be primary and non-contributory. Contractor hereby waives subrogation rights for loss or damage against the County.

SECTION 603. INDEMNIFICATION

Contractor covenants and agrees that it will indemnify and hold harmless the Authority and the County and all of their officers and employees, from any claim, loss, damage, cost, charge or expense, including any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree brought or recovered against it by reason of any act, action, neglect or omission by Contractor, its agents, or employees, during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County, the Authority, or said parties may be subject, except that neither Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County, the Authority, or any of their officers, or employees.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION

Authority shall pay Contractor the annual amount of \$796,856.00 for the first year of the Agreement.

The annual payment shall be made in twelve (12) equal installments. Each installment shall be made within forty-five (45) days after receipt and acceptance by the Authority of an invoice for services rendered during the preceding calendar month in accordance with the Local Government Prompt Payment Act, §218.70 et. seq., Florida Statutes. Each invoice shall include an activity report in a form agreed upon by the Parties that summarizes the Contractor's efforts and accomplishments during the preceding month.

SECTION 702. AUTOMATIC ANNUAL RATE ADJUSTMENT

Beginning on October 1, 2018 and annually thereafter, Contractor's compensation for all services and deductions shall follow the below table:

	Year 1 FY 2017	Year 2 FY 2018	Year 3 FY 2019	Year 4 FY 2020	Year 5 FY 2021	Total
Total Annual Proposed Compensation	\$796,856	\$805,469	\$814,219	\$823,108	\$832,138	\$4,071,790

SECTION 703. AUDITS AND INSPECTIONS

Contractor shall make available to the Authority for its examination its records with respect to all matters covered by this Agreement. Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, personnel records, daily logs, conditions of employment, and other data related to all matters covered by this Agreement.

Contractor shall retain all records pertaining to this Agreement for a period of at least three (3) years after final payment is made or longer if required under the retention requirements for public records in Florida.

SECTION 704. REIMBURSEMENT FOR QUALITY ASSURANCE SERVICES

The Authority may utilize Contractor's staff for quality assurance and improvement projects, data analysis and performance monitoring on a regular or episodic basis at its discretion. Authority shall reimburse the Contractor for the actual cost of salary and benefits up to \$60.00 per hour for quality assurance analyst hours that are actually performed and preapproved in writing. Contractor shall submit invoices to Authority within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total

compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to the Contractor for all payments under this provision for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$50,000.00 in any fiscal year.

SECTION 705. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the Authority.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM

This Agreement shall be for five (5) years, commencing October 1, 2017 and ending on midnight September 30, 2022. There will be no extensions of this Agreement.

SECTION 802. TERMINATION

(a) Termination For Cause. This agreement may be terminated by the Authority for cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions of this agreement. "Cause" shall include, but not be limited to, the event that Contractor fails to provide a Medical Director meeting the requirements of Section 401 herein; Medical Director cease, for any reason, to be licensed to practice medicine in the State of Florida pursuant to the provisions of Chapter 458, Florida Statutes; and substantial breach of any covenant or warranty contained in this Agreement; provided, however, the Authority shall provide written notice of such breach and the Contractor shall have the opportunity to cure such breach within thirty (30) calendar days of receipt of such notice. Notwithstanding the preceding, if Contractor fails to provide Online Medical Control, the Authority shall provide written notice of such breach and the Contractor shall have the opportunity to cure such breach within one (1) calendar day of receipt of such notice.

This Agreement may be terminated by Contractor for cause if at any time the Authority fails to fulfill or abide by any of the terms or conditions of this Agreement. Authority shall have the opportunity to cure such breach within thirty (30) calendar days or receipt of such notice.

(b) Termination Without Cause. Except as provided in Section 801 herein, this agreement may be terminated at will at the option of the Authority or Contractor upon one hundred and twenty (120) days written notice at any time during the initial term or any renewal term. Contractor shall be entitled to all compensation earned through the date of termination.

ARTICLE IX
MISCELLANEOUS

SECTION 901. ASSIGNMENT

Contractor shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the Authority. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, at the option of the Authority, shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The Authority shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee is of known financial and business integrity and the Authority has the opportunity to research the transferee's background. For clarity, this Section 901 shall not restrict or prohibit Contractor's use of its affiliated and contracted entities and health care providers that provide health care services (including for Medical Direction and Medical Control Physicians), provided however that, Contractor remains completely responsible for the successful and complete performance of the requirements of this Agreement.

-SECTION 902. NON-DISCRIMINATION IN EMPLOYMENT

Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that during employment employees are treated equally without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall make reasonable accommodations for employees with disabilities and comply with the federal requirements of the Americans with Disabilities Act (ADA).

SECTION 903. NOTICES

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority:

Executive Director
Pinellas County EMS Authority
12490 Ulmerton Road, Suite 134
Largo, FL 33774-2700

If to Contractor:

South Division CEO
EmCare, Inc.
18167 US Hwy 19 N, Suite 650

Clearwater, FL 33764

With Copy To:
Pinellas County Purchasing Department
Attn: Purchasing Director
400 S. Ft. Harrison, 6th Floor
Clearwater, FL 33756

SECTION 904. ENTIRE AND COMPLETE AGREEMENT

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 905. OTHER DOCUMENTS

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 906. APPLICABLE LAW

The law of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 907. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 908. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

SECTION 909. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

SECTION 910. HEADINGS

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. DRAFTING

The Authority and Contractor negotiated this Agreement (including the Appendices annexed hereto) at arm's length. The Authority and Contractor jointly prepared this Agreement, and its provisions shall be construed on parity between all parties. As such, no rule of construction shall apply which construes the language of this Agreement more favorably for, or more strictly against, any Party by reason of the preparation of this Agreement.


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IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this 14th day of September, 2017.

ATTEST:

KEN BURKE, CLERK

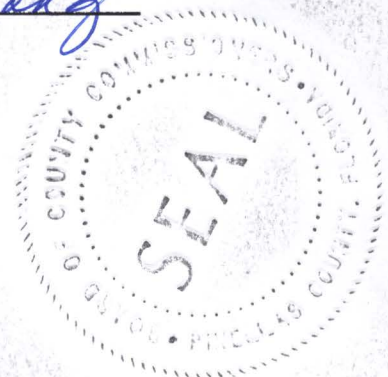
PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY

by: 
Deputy Clerk

by: 
Chairman


APPROVED AS TO FORM

By: 
Office of the County Attorney



EMCARE, INC.

Contractor: PAUL A. ANDELOUIS

by: 

Title: EVP, SOUTHEAST OPERATING UNIT

Appendix A
FIRST RESPONDERS IN PINELLAS COUNTY

FIRST RESPONDERS

ALS

- 1) City of Clearwater including the Clearwater Fire District
- 2) City of Dunedin including the Dunedin Fire District
- 3) East Lake Fire and Rescue District
- 4) City of Gulfport
- 5) City of Largo including the Largo Fire District, Highpoint Fire District served by Largo, Town of Belleair, City of Belleair Bluffs, and Belleair Bluffs Fire District
- 6) Lealman Fire Rescue District including the Town of Kenneth City
- 7) City of Madeira Beach
- 8) City of Oldsmar
- 9) Pinellas Suncoast Fire and Rescue District
- 10) Palm Harbor Fire and Rescue District
- 11) City of Pinellas Park including the Pinellas Park Fire District
- 12) City of Safety Harbor including the Safety Harbor Fire District
- 13) City of Seminole including the Seminole Fire District
- 14) City of South Pasadena
- 15) City of St. Petersburg including the portion of the Highpoint Fire District served by St. Petersburg, and the Gandy Fire District
- 16) Tierra Verde Fire District (including Ft. Desoto)
- 17) City of St. Pete Beach
- 18) City of Tarpon Springs including the Tarpon Springs Fire District
- 19) City of Treasure Island

BLS

Airport Rescue Fire Fighters (ARFF)

Eckerd College Search and Rescue (EC-SAR)

Appendix D

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between _____, (“Business Associate”) and Pinellas County and the Pinellas County Emergency Medical Services Authority, d/b/a SUNSTAR EMS (“Covered Entity”).

RECITALS

WHEREAS, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities or services;

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;

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 [Insert Name of Business Associate].

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 _____ Agreement executed by the Covered Entity and Business Associate, if any.

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 by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) calendar 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 breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on

behalf of the Covered Entity only when so directed by the Covered Entity or 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 the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 2.1.5 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 two (2) business days to allow the Covered Entity to process the request.
- 2.1.6 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 two (2) business days to allow the Covered Entity to process the request.
 - 2.1.6.2 Business Associate shall to incorporate any amendments to the information in the designated record set within two (2) business days.
- 2.1.7 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within two (2) business 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 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 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 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 **(insert description of 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.

**ARTICLE III
OBLIGATIONS OF COVERED ENTITY**

3.1 Privacy Notice. 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.

**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 Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if Covered Entity determines that such breach cannot be cured; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, 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, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, 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 comply with the provisions

of this Agreement for as long as it retains 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 Survival. The obligations of Business Associate under this Article IV shall survive the termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnities") against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce. Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

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: [REDACTED] ????

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

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 federal court (if permitted by law and a party elects to file an action in federal court) in the Tampa Division of the Middle District of Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Approved as to form subject to proper execution

By: _____
Office of the County Attorney