

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made by and between Lifefleet Southeast Inc., d/b/a American Medical Response (AMR) (“Business Associate”) and Sumter County Board of County Commissioners (“Covered Entity”). This Agreement is entered into effective the 12th day of April, 2022.

BACKGROUND

Covered Entity and Business Associate have entered into various agreements (“Services Agreements”) for the provision of emergency medical response and transport services within Sumter County pursuant to which Business Associate provides services to the Covered Entity, and the Business Associates receives PHI in the performance of those services. This Business Associate Agreement is intended as a supplement to the Services Agreements for the purpose of meeting the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) for the treatment of Protected Health Information, as defined herein, that may be disclosed by Covered Entity to Business Associate.

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as given those terms in 45 CFR 160 and 164 HIPAA Regulations; as the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 and its implementing regulations.

“Business Associate” is a person or entity that arranges, performs, or assists in performing services on behalf of Covered Entity and creates, receives, maintains, or transmits protected health information for a function or activity regulated under 45 CFR 160 and 164 HIPAA Regulations and HITECH and its implementing regulations including any services defined under 45 CFR 160.103 as amended;

“Protected Health Information” (“PHI”) means information that is: (i) created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse; (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of Health Care to an individual; or the past, present, or future Payment for the provision of Health Care to an individual; (iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2. Obligations and Activities of Business Associate

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In addition, the uses, disclosures or requests for PHI described herein shall be, to the extent practicable, limited to a Limited Data Set or the minimum necessary to accomplish the intended purpose of such use, disclosure or request. Further, Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the HIPAA regulations or the HITECH Act if so used by Covered Entity.

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- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, within 10 (ten) days, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. Nothing in this Agreement shall prohibit the Covered Entity or Business Associate from imposing a reasonable, cost-based fee in compliance with and subject to the limitations of 45 CFR 164.524(c)(4) for providing individuals access to their PHI.
- g. Within ten (10) days of a request from Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a timely manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j. Business Associate agrees to provide to Covered Entity or an Individual, within ten (10) days of a request, information collected in accordance with Section 2 (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

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- k. Business Associate agrees to establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of electronic PHI. Business Associate will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information (“the Security Rule”, published at 45 CFR Parts 160 – 164), and be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA
- l. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees, in writing, to implement reasonable and appropriate safeguards to protect that information.
- m. Business Associate agrees to report any Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this Agreement without unreasonable delay, but no later than five (5) days after discovery of the Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. For purposes of this agreement, a “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations. A Security Incident does not include trivial security incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity’s PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI and shall provide a summary of its investigation and risk assessment to Covered Entity. Business Associate shall document and retain records of its investigation of any suspected Breach, including its reports to Covered Entity under this Section (m). If Business Associate or Covered Entity, in its review of this initial report, determines that such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section (n) below.
- n. If Business Associate or Covered Entity determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate’s written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity’s obligations under the HIPAA Rules with

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respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media. Business Associate shall reimburse Covered Entity for its reasonable and actual costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

- o. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
 - p. Business Associate acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA, the HITECH Act, and the HIPAA Rules. Business Associate shall comply with all applicable state privacy and security laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.
3. Prohibited Use and Disclosure.
- a. Except as otherwise described herein, the Business Associate agrees not to use or disclose any patient information for any purpose other than a purpose expressly approved by Covered Entity. The Business Associate understands that it is not authorized to disclose any information related to patient information to anyone outside Covered Entity, unless otherwise expressly approved by Covered Entity. Business Associate shall not receive any direct or indirect remuneration for PHI except as would be permitted by this Agreement and 45 CFR 160 and 164 HIPAA Regulations and HITECH and its implementing regulations. Business Associate understands it is subject to all civil and criminal penalties for violations of the Privacy Rule and Security Rule.
4. Specific Use and Disclosure Provisions
- a. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - b. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable

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assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- c. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
 - d. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j) (1) and 164.504(e).
5. Obligations of Covered Entity
- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
6. Permissible Requests by Covered Entity.
- a. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except in connection with Data Aggregation or management and administrative activities of Business Associate otherwise permitted under this Agreement.
7. Term and Termination
- a. Term. This Agreement shall be effective as of the date signed above and shall terminate only upon termination of the agreed upon Services Agreements.
 - b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business

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Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement and the Services Agreements if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity. If Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement and the Services Agreement.

8. Effect of Termination

- a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
 - ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form.
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2), (3) and (4) above which applied prior to termination.
 - v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, at which time Business Associate shall retain no copies of the PHI.
- b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction, for so long as Business Associate maintains such PHI.

9. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

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- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule or Security Rule.
- e. Business Associate shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- f. **IF THE BUSINESS ASSOCIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**

IN WITNESS WHEREOF, the Covered Entity and Business Associate have executed this Agreement effective upon the date first written above written.

Covered Entity

Business Associate

Bradley Arnold, County Administrator
Sumter County Board of County
Commissioners

_____, _____
American Medical Response