

MEDIC EMS of Scott County

600 West Fourth Street
Davenport, Iowa 52801-1003
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<https://www.medicems.com>



December 12, 2023

To: Mahesh Sharma, County Administrator
From: Paul Andorf, Director

Attached is the agreement with Mobile Health Resources, LLC, d/b/a EMS Survey Team, to conduct patient surveys for MEDIC EMS of Scott County. The current agreement with MEDIC EMS (non-profit) expires on December 31, 2023.

MEDIC EMS (non-profit) has been conducting patient surveys since 2008 with the EMS Survey Team to gather valuable insight into the patient experience. MEDIC EMS has been publishing these results on their website: <https://www.medicems.com/discover-us/performance-statistics/patient-survey-results/>

The department wants to continue to gather this information to understand patient's experiences and to strive to provide the best experience possible for our patients. EMS Survey Team initially wanted to increase the costs of conducting these surveys. Through negotiations with MEDIC EMS (non-profit), the EMS Survey Team graciously agreed to keep the current MEDIC EMS (non-profit) cost with no increase in cost for the department.

The term of this agreement is a one-year agreement and will expire on December 31, 2024. Historically, the agreements with the EMS Survey Team with MEDIC EMS (non-profit) have been in one-year terms with no automatic renewals.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

This resolution will allow the Director of MEDIC EMS of Scott County to sign such agreements on behalf of the Scott County Board of Supervisors.



SURVEY SERVICES AGREEMENT

EMS SURVEY TEAM

This Survey Services Agreement (the “**Agreement**”) is entered into between **Mobile Health Resources, LLC, d/b/a EMS Survey Team**, (“**Company**”) and **MEDIC EMS of Scott County** (“**Customer**”).

WHEREAS, Company is in the business of providing surveying services for its customers; and

WHEREAS, Customer desires to obtain Company’s services and has executed one or more the Specific Services and Rates Addendum (“**Addendum**”), which is attached to this Agreement and incorporated herein by reference, stating the service options selected by Customer and the rates payable for the same under this Agreement; and

THEREFORE, the parties agree as follows:

1. Company’s Services. In consideration of the rates to be paid and the other performance of this Agreement by Customer, Company agrees to:
 - a. Provide to Customer, the survey services specified on each Addendum to this agreement. Each different survey type shall require its own Addendum and each Addendum must be signed by both the Customer and the Company.
 - b. Using Customer’s surveying information on the prospective participants (“**Participant Information**”), process Customer’s surveys in a format requested by Customer, and transmit the surveys to the prospective survey participants (“**Participants**”) either on paper, telephone or electronically, as stated in the Addendum.
 - c. Recommend sampling sizes and groups to sample for inclusion in results.
 - d. Receive completed surveys from Participants.
 - e. Process completed surveys using Company’s chosen nationally recognized software calculator to electronically tabulate responses for inclusion into the survey database.
 - f. Provide Customer with information received from Participants relating to survey responses.

- g. Comply with all applicable federal and state laws and regulations relating to the confidentiality of Participant Information.
- h. Provide Customer with monthly, quarterly, and yearly reports in accordance with Company's policies and procedures, upon request, subject to any specific requirements stated in the Addendum.
- i. Indemnify Customer from and hold it harmless against all costs, damages, and expenses, including attorney fees (but excluding incidental or consequential damages) that may be incurred by the Customer arising out of any negligent act or omission by Company, its employees, and agents in the performance of their duties to Customer pursuant to the terms of this Agreement. Under no circumstance will the liability pursuant to this Section 1(i) exceed the amount of compensation paid to Company hereunder in a twelve (12) month period.

2. Customer's Responsibilities. Customer agrees to:

- a. Provide to Company accurate and timely Participant Information including information requested, if any, for comparative benchmarking purposes.
- b. Cooperate with Company's policies and procedures as they relate to generally accepted surveying techniques, randomization and Participant targeting. Customer acknowledges and recognizes that Company cannot guarantee a return rate but will provide results pursuant to information received from the Customer.
- c. Cooperate with Company's policies and procedures as they relate to generally accepted surveying techniques such as using a nationally recognized statistical sampling tool to guarantee results and relevance of results in comparison to those provided by Company.
- d. Maintain full and exclusive responsibility for compliance with the laws, regulations, and policies regarding confidentiality of information in all matters that are not within the direct control of the Company and Protected Health Information in all matters that are not within the direct control of Company.
- e. Pay Company for its services at the rates indicated in the Addendum, in accordance with Company's monthly invoices stating the services provided and amounts due. Payment of all invoices shall be due within thirty (30) days after the date of the invoice. All sums due and unpaid

longer than thirty (30) days from the invoice due date shall bear interest at the rate of one percent (1%) per month.

- f. Indemnify Company from and hold it harmless against all costs, damages, and expenses, including reasonable attorney fees (but excluding incidental or consequential damages) that may be incurred by the Company arising out of any negligent act or omission by Customer, its employees, or agents in the performance of their duties to Company pursuant to the terms of this Agreement. Under no circumstance will the liability pursuant to this Section 2(e) exceed the amount of compensation paid to Company hereunder in a twelve (12) month period.

3. Company's Computer System and Data. The computer software system used by the Company for management information, data collection, surveying, reporting, and internet activities, including any modification of commercially available or customized application software created by others for Company or purchased, licensed or leased by Company from others for such purposes, and all data and information contained in any form therein, excepting only such data and information as shall originate solely from Customer (the "**System**"), is and shall remain, as between the parties hereto, the exclusive proprietary property of Company except to the limited extent that any part of the System is made available to the public at large by Company or its software vendor. Company agrees to de-identify and anonymize the data retained in accordance with HIPPA and this Agreement. Customer agrees not to make any claim of ownership of the System or of any modifications of the System, whether such modifications are made for the purpose of Company's provision of services to Customer or otherwise. Customer further agrees not to gain access to the System except to provide information to Company as required by the terms of this Agreement or as expressly permitted in writing by Company, and not to copy, use or make any part of the System available to others. All reports provided by the Company to Customer shall be printed or otherwise delivered without access by the Customer to the System and may be used and distributed by Customer without restriction.

4. Post Engagement Review. Company will conduct a ninety to one hundred and eighty (90—180) day post engagement review to assess the status and needs of the Customer. The purpose will be to determine the performance and improve or provide input where necessary regarding the surveys. This will be conducted only within the first ninety to one hundred and eighty (90—180) days from the signing of this Agreement. The review will be conducted virtually.

- a. If the Customer wishes to have further review completed by the Company, a cost will be incurred for the time and the travel, if applicable.

5. HIPAA. If the Customer will be disclosing any Protected Health Information (as that term is defined under the federal law commonly known as “HIPAA”) to the Company, the parties shall first execute a Business Associate Agreement (“BAA”), and the terms of that BAA shall be deemed included herein by reference.

- a. If the Customer has a preferred BAA, it can be substituted for the one provided by the Company, so long as both parties come to agreement on the terms of the BAA.

6. Confidentiality of Parties’ Business Information. Each party shall respect and protect the confidentiality of the other party’s confidential business information, including but not limited to the identity of its customers, unique methods and styles of doing business and employment practices. Neither party shall use the confidential information of the other party for its own business purposes or advantage, nor disclose the same to others without the written consent of the other party.

7. Intellectual Property. The trade names, logos, and other unique means used by the respective parties to identify themselves to the public, shall be and remain the exclusive property of the respective parties and neither shall use the same in its marketing or other materials except as permitted in writing by the other party. The combination of the letters “**EMSST**” alone or in connection with “**EMS Survey Team**” and when used in connection with mobile health services or networks and/or the surveying for mobile health services are, as between the parties hereto, the exclusive property of Company and its parent, Mobile Health Resources, L.L.C., and are within the foregoing restriction upon the copying and use of such property by Customer.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date stated in the Addendum and shall continue for the term stated in the Addendum. The foregoing notwithstanding:

- a. Either party may terminate this Agreement without cause upon at least ninety (90) days advance written notice to the other party.
- b. If Customer terminates this Agreement without cause, as defined below, with an effective date of termination sooner than one year after the Effective Date, it shall pay Company the Early Termination Charge stated in the Addendum, to compensate Company for its set-up and other costs.
- c. Company may terminate this Agreement upon at least ten (10) days advance written notice to Customer if Customer is more than thirty (30) days delinquent in payment of Company’s invoice for its services, or if

Customer is more than ten (10) days but less than thirty (30) days delinquent on three or more occasions. If the effective date of Company's termination is during the first year after the Effective Date, Customer shall pay Company the Early Termination Charge, in addition to all other sums due.

- d. Either party may terminate this Agreement for cause, which is defined for purposes of this Agreement to be only the following:
 - i. A material breach of this Agreement by the other party with notice and an opportunity to cure the breach per this Agreement, ten (10) days or more prevention of performance by force majeure or persistent pattern of breaches of this Agreement by the other party after written warnings by the notifying party;
 - ii. A good faith determination by the terminating party, with advice of counsel, that this Agreement or its continuation is contrary to law or that there is a substantial likelihood of its being so determined by a court, governmental agency or public official with proper jurisdiction, and that the cause for such determination cannot be remedied by a modification of this Agreement in a manner to which the parties can agree in the exercise of reasonable efforts in good faith;
 - iii. The bankruptcy, receivership or finding by a court of insolvency of a party if the action is not terminated or vacated in favor of the subject party within thirty (30) days;
 - iv. Conviction of the other party or its plea of no contest for a crime, or assessment against the other party by a governmental unit or enforcement agency of civil fines or penalties, if the terminating party determines in its sole discretion that termination of this Agreement is either required by law or necessary for the protection of the business and reputation of the terminating party; or
 - v. Termination by a party for cause shall be upon at least ten (10) days advance written notice stating in reasonable detail the particular cause relied upon. In the case of a claim of material breach of this Agreement, if cure is possible, the notifying party shall first give the other party at least twenty (20) days to cure the breach to the reasonable satisfaction of the notifying party, with the effective date of termination to be

at least ten (10) days after the passing of the cure period without cure of the breach.

9. Responsibilities on Expiration or Termination. Not later than thirty (300 days after the effective date of termination (including expiration) of this Agreement (being the “**Final Date**”):

- a. Company shall prepare and deliver its final reports and an invoice for its activities through the Final Date.
- b. Company shall forward to Customer, or a successor named by Customer all communications received from patients and notify all affected parties of the discontinuation of the relationship of the parties and of the Final Date.
- c. Customer shall pay Company all sums due in accordance with Company’s final invoice.

10. Management. Independent Contractors. Each party is responsible only for its own business. Nothing in this Agreement is intended or shall be construed to impose any obligations upon either party to manage or supervise the business of the other. Each party is an independent contractor with respect to the other and not the agent or representative of the other, with the sole exception that Company is the agent of Customer solely for the purposes of the surveying services specifically stated herein.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement or document. The electronic transmission by facsimile, email or other electronic means of an original of this document bearing the signature of the sending party or its representative, from the sending party to another party hereto, shall be deemed to be the delivery of an original of this document executed by the sending party to the party to whom the transmission is sent.

13. Applicable Law. This Agreement is made and executed in the State of Iowa, and shall be governed in its interpretation, enforcement, and remedies by the laws of said State.

14. Severability. In the event that any part or provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable to

any extent, such part or provision shall be deemed severable herefrom and shall be enforced to the fullest extent allowable, and the remainder hereof shall be fully enforced.

15. Waiver. No extension of time or waiver by a party hereto with respect to a particular event or obligation shall be deemed to continue or to apply to any future event or obligation, nor shall such waiver or extension be deemed to modify the terms of this Agreement in any respect. No failure on the part of either party to insist upon strict or prompt performance shall be deemed to be a waiver of the right to demand such performance at any time, nor of the right to demand strict performance with respect to any future event or obligation, unless such waiver is contained in a written modification agreement, executed by the party against whom enforcement thereof is sought.

16. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address or (b) transmitted electronically to the following facsimile numbers (with confirmation of transmission) or email addresses, in each case marked to the attention of the person (by name or title) designated below (or to such other addresses, facsimile number, email address, or Person as a party may designate by notice to the other parties):

COMPANY:

EMS Survey Team
Attention President/CEO
P.O. Box 12347
Lansing, MI 48901
Fax: 517-318-1588
Email: bhopewell@mhr.com

with a copy to:

EMS Survey Team
Attention Director
P.O. Box 12347
Lansing, MI 48901
Fax: 517-318-1588
Email: lberghuis@mhr.com

EMS Survey Team
Attention Director
P.O. Box 12347
Lansing, MI 48901
Fax: 517-318-1588
Email: bdavis@mhr.com

CUSTOMER:

MEDIC EMS of Scott County
Paul Andorf, Director
1204 E High St
Davenport, IA 52806
Paul.Andorf@scottcountyiowa.gov

Either party may change its address or facsimile number for purposes of this section by notice to the other party as stated above.

17. Titles and Subtitles. The titles and any subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.

18. Resolution of Disputes.

- a. Informal Dispute Resolution. If a claim, dispute or alleged breach arising out of, or relating to this Agreement (“Dispute”) arises under this Agreement, the Parties agree to initially attempt to resolve such Dispute informally. In the event such resolution is not possible between the Parties’ operations personnel, the dispute will be submitted to the Parties’ senior administrative officers (President level or higher) for resolution.
- b. Mediation. If a Dispute arises under this Agreement and the Parties are not able to resolve it through the informal dispute resolution process described above, and if the Parties do not choose to leave it unresolved, then instead of commencing a court proceeding to resolve the Dispute, the Party desiring a resolution shall first submit the Dispute to non-binding mediation before a mutually agreeable single mediator or if such person cannot be agreed upon within five (5) business days, to a mediator designated by the American Health Lawyers Association’s Alternative Dispute Resolution Service (“AHLA”). In the event that the AHLA no longer exists, the mediator

shall be chosen by the Presiding Judge (or designee) of the District Court of the State of Iowa for Scott County. The mediator's fees shall be assessed equally to the Parties. During the pendency of any such mediation, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

- c. Arbitration. If the Parties are unable to resolve the Dispute through the mediation process described above, then either Party may submit a demand for arbitration, and upon demand, any such Dispute shall be settled in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall make written findings of fact and conclusions of law. The Parties agree that the arbitrator's findings of fact shall be final and binding upon the Parties and that the arbitrator's award shall be final, binding and enforceable upon the Parties and their successors except that the Parties shall have the right to appeal to a court of competent jurisdiction any conclusion of law made by such arbitrator. The Parties agree that (a) one arbitrator shall be selected pursuant to the rules and procedures of the AAA, (b) the arbitrator will not have the authority to award punitive damages, and (c) the arbitrator will not have the authority to award attorneys' fees. The Parties agree that the Federal Arbitration Act and the federal substantive law promulgated relative thereto shall be the applicable governing law regarding the application, implementation, interpretation and enforcement of the rights to arbitration as set forth in this subparagraph. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.
- d. Injunctive Relief. Either Party shall have the right to pursue injunctive or other equitable remedies to enforce the terms of this provision entitled. In addition, sub paragraphs 2 and 3 of said provision shall not preclude either Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction with respect to any Dispute.
- e. The pendency of arbitration shall not extend the term of this Agreement or affect any termination provided for hereunder.

19. Further Action. Each of the parties hereto shall use such party's best efforts to take such actions and to execute and deliver such documents and instruments as may be necessary or reasonably requested by the other party or parties

hereto to carry out and consummate the transactions contemplated by this Agreement.

20. Enforcement by Injunction. It is acknowledged and agreed by the parties hereto that in the event of a breach of the provisions set forth in sections three (3) through six (6) hereof the damages caused thereby may be inherently difficult to determine with a reasonable degree of certainty and may be irreparable. Therefore, the parties agree and consent that in the event of such breach the aggrieved party may seek to enforce by preliminary and permanent injunction by a court of competent jurisdiction for the purpose of preventing the continuation of such breach and restoring the status quo existing prior to the commencement of such breach, in addition to any other legal and equitable remedies.

21. Assignments. No rights or interests in or arising out of this Agreement may be assigned by any party hereto without the advance written consent of all other parties hereto, and any attempted assignment without such consent shall be void.

22. Disclaimer of Third-Party Rights. Except as stated in Section eleven (11), this Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any person or entity other than the said parties.

23. Access to Books and Records. Until the expiration of four years after the furnishing of services provided under this contract, Company will make available to the Secretary, U.S. Department of Health and Human Service, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Company carries out the duties of the contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

24. Authority. Each of the persons who on behalf of a party hereto executes and delivers this Agreement and the documents and instruments to be executed and delivered by such party represents to the other party that he or she has full legal power and authority to so act.

25. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any delay or failure in performance resulting directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, riot, civil disturbances, strikes, lockouts, inability to procure materials, accidents, fires, explosions, utility or telecommunication failures, computer failures, transportation failures, natural disasters, pandemic, earthquakes, floods,

or any similar or dissimilar circumstances beyond either party's reasonable control which could not have been prevented through reasonable precautions. Performance dates and times shall be automatically extended to the extent that either party is prevented from performing by such causes, subject to termination rights after ten (10) days; provided, however, that each party shall use its best efforts to notify the other of the nature and extent of such causes and shall use its best efforts to continue performance hereunder with the utmost dispatch notwithstanding such causes.

26. Compliance with TCPA and Consumer Protection Laws. It is understood by the parties that Company will be relying upon the information provided by Customer in order to locate, contact, and communicate with the patient or other responsible party. Particularly, Company shall rely upon the contact information obtained from the patient to accurately and professionally contact the patient. Company shall use the address and telephone number to communicate with the patient which may include the use of the cellular or wireless number. Customer shall secure appropriate authorization from the patient in order to communicate with the patient's cellular number by automated dialing equipment or the use of SMS or pre-recorded messages. Company shall comply with the TCPA in regards to the National Do Not Call Registry, unless a valid exception is provided, and maintain an internal Do Not Call list for individuals who contact Company directly and request to be placed on such list.

27. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, to the exclusion of all prior and contemporaneous communications of every kind, written and oral. No modification hereof may be made except by a written document executed by the party against whom such modification is sought to be enforced. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Mobile Health Resources, LLC
d/b/a EMS Survey Team**

Medic EMS of Scott County

Signature: _____

Signature: _____

By: Bobby J. Hopewell
Its: President/CEO
Date: _____

By: Paul Andorf
Its: Director
Date: _____

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SPECIFIC SERVICES AND RATES ADDENDUM
FOR
SURVEY SERVICES AGREEMENT

This Addendum pertains to the Survey Services Agreement between Customer and EMS Survey Team (the “**Agreement**”). Capitalized terms in this Addendum have the same meanings as in the Agreement unless otherwise stated herein. This Addendum states all services to be provided by Company for the type of survey specified herein. Additional survey types require an Additional Addendum. In all cases where there is a conflict between the Agreement and the specific terms stated in this Addendum, this Addendum shall control.

A. CUSTOMER INFORMATION:

1. Customer Name: **MEDIC EMS of Scott County**
Customer Contact: **Paul Andorf, Director**
Phone: **563-323-6806**

2. Mailing and office address of customer for purposes of deliveries, notices and other communications:

1204 East High St Davenport, IA 52806

3. Effective Date for commencement of survey services under the Agreement:

January 1, 2024

4. The term of the contract will be for a period of **[1]** year(s).

B. SERVICES

1. Type of survey to be performed:

Patient Experience Survey

Mobile Integrated Health Experience Survey

Employee Engagement Survey

2. Specific Survey Participant Information which must be provided by the Customer to Company before the survey may commence:

Patient First Name, Patient Last Name, Address 1, Address 2, City, State, Zip code, valid mobile telephone number, Date of service, Unique ID

3. The following services are to be performed by the Company:

a. Process participant survey information and distribute surveys and cover letters to all patients included in the Customer's surveys files;

b. Receive completed participant surveys and process responses into the Company's survey database; and

c. Create individualized Company reports based on survey responses with benchmarking comparisons to all companies in the database. Benchmarked data will be masked in such a manner as to not identify other companies in the database.

4. Policies and Procedures

d. Company has developed or will develop policies and procedures that will apply to some or all of the foregoing and other aspects of its operations. The terms of this Addendum will control in the event of any conflict with such policies and procedures.

C. **RATES**

1. The rates payable for Company's services are as follows:

January 1, 2024 - December 31, 2024

<u>\$0.00</u>	Annual system monitoring and maintenance fee
<u>\$12,084.12</u>	USPS mailed paper survey fee for contracted period
<u>\$1.25</u>	Per text survey sent for contracted period IF text program is ever requested by customer

The above per survey rate is based upon Customer's agreement to send to the Company, a sufficient number of Participant records per month needed to mail/text out that number of surveys each month designed below. If the actual number of Participant records received by the Company for a given month is less than indicated below, Customer agrees to pay for that month.

<u>501</u>	number of Patient Experience surveys to be <u>mailed</u> each <u>month</u> (\$2.01/per survey)
<u>6,012</u>	number of Patient Experience surveys to be <u>mailed</u> each <u>year</u> (\$2.01/per survey)

Customer and Company accept all of the foregoing as a part of the Agreement and acknowledge receipt of a fully completed and signed copy of this Addendum. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Mobile Health Resources, LLC
d/b/a EMS Survey Team**

Signature: _____

By: Bobby J. Hopewell

Its: President/CEO

Date: _____

MEDIC EMS of Scott County

Signature: _____

By: Paul Andorf

Its: Director

Date: _____

EXHIBIT A
BUSINESS ASSOCIATE ADDENDUM

The parties also agree to be bound by the following provisions:

Section 1. Definitions

- a. Business Associate. "Business Associate" shall mean Mobile Health Resources, LLC, d/b/a EMS Survey Team.
- b. Covered Entity. "Covered Entity" shall mean **MEDIC EMS of Scott County**.
- c. Privacy Regulations. "Privacy Regulations" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- d. Security Regulations. "Security Regulations" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- e. Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services.

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- d. Immediately report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, with such reports including at least the following information:

- i. The identity of each individual whose information was accessed, acquired or disclosed during the improper use or disclosure;
- ii. A brief description of what happened;
- iii. The date of discovery of the improper use or disclosure;
- iv. The nature of the Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
- v. Any steps individuals should take to protect themselves from potential harm resulting from the improper use or disclosure; and
- vi. A brief description of what the Business Associate is doing to investigate the improper use or disclosure, to mitigate harm to individuals, and to protect against any further incidents;
- vii. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 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;
- viii. Make available to Covered Entity Protected Health Information in a Designated Record Set as necessary to allow Covered Entity to satisfy its obligations under 45 C.F.R. §164.524 to provide Individuals with access to their Protected Health Information;
- ix. Make available to Covered Entity Protected Health Information in a Designated Record Set for amendment and incorporate any amendments made by Covered Entity in accordance with 45 C.F.R. §164.526;
- x. Make available to Covered Entity the information required to allow Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §164,528;

- xi. Make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations;
- xii. to the extent the Business Associate is to carry out one or more of Covered Entity's obligations under the HIPAA Privacy Regulations, comply with the requirements of the Privacy Regulations that apply to the Covered Entity in the performance of such obligations;
- xiii. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and otherwise comply with the HIPAA Security Regulations with respect to such electronic Protected Health Information, to prevent uses or disclosures of Protected Health Information other than as provided for by this Agreement; and
- xiv. Report to Covered Entity any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Section 3. Permitted Uses and Disclosures by Business Associate

a. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Specific Use and Disclosure Provisions

- i. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- ii. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be 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.
- iii. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164,504(e)(2)(i)(B).
- iv. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

Section 4. Obligations of Covered Entity

Covered Entity shall:

- a. Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- b. Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information;
- c. Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

Section 6. Term and Termination

a. Term. The Term of this Agreement shall be effective as of the effective date of the underlying services agreement between the parties and shall terminate upon the earlier of:

- i. Expiration or termination of the underlying services agreement; or
- ii. Termination of this Agreement for cause by the Covered Entity as authorized in subsection (b) below.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- ii. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

c. Effect of Termination.

- i. Except as provided in paragraph (ii) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information 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 Protected Health Information is

not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Section 7. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- 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 applicable law governing Protected Health Information.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with applicable law governing Protected Health Information.
- d. Exclusion from Limited Liability. To the extent Business Associate has limited its liability under the terms of the underlying service agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, such limitation shall not apply to the following costs to the extent they arise from Business Associate's breach of its obligations relating to the use and disclosure of Protected Health Information:
 - i. The costs of notifying patients of a breach of their protected health information as required by 45 C.F.R. § 164,400 et seq.;
 - ii. Any civil monetary penalties, fines, or other damages resulting from the action of any state or federal government agency as a result of the breach;
 - iii. Fees of counsel, forensic computer specialists, and other consultants used to assist the Covered Entity in responding to a breach of Protected Health Information and any subsequent investigation by a federal or state government agency;

- iv. The defense of lawsuits brought by patients alleging invasions of privacy, and any liability resulting from such lawsuits (whether in the form of a judgment or settlement), provided that Business Associate shall have the opportunity to participate in the defense of such lawsuits and to approve any proposed settlement for which it would be financially responsible.

This subsection (d) shall survive termination or expiration of this Agreement for any reason.

**Mobile Health Resources, LLC
d/b/a EMS Survey Team**

MEDIC EMS of Scott County

Signature: _____

Signature: _____

By: Bobby J. Hopewell

By: Paul Andorf

Its: President/CEO

Its: Director

Date: _____

Date: _____

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

DECEMBER 19, 2023

APPROVING AGREEMENTS BETWEEN MEDIC EMS OF SCOTT COUNTY AND
MOBILE HEALTH RESOURCES, LLC, D/B/A EMS SURVEY TEAM

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. This Agreement is to establish a contract with Mobile Health Resources, LLC, d/b/a EMS Survey Team, to conduct patient surveys for the department.

Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreement on behalf of the Board.

Section 3: This resolution shall take effect immediately.