



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
OKALOOSA COUNTY, FLORIDA AND  
RTR FINANCIAL SERVICES, INC.  
CONTRACT NO. C23-3286-WS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and RTR Financial Services, Inc. (the "Contractor"), executed this 19<sup>th</sup> day of April, 2024, is made a part of the original Agreement dated January 23, 2023, Contract No. C23-3286-WS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. The County and Contractor wish to amend the original agreement to add the below service effective October 1, 2024 at the all-inclusive 13.5% contingency fee:  
  
EMS Collection Services for Okaloosa County Department of Public Safety
2. The Business Associate Agreement is attached hereto as required for the security of Protected Health Information.
3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated January 23, 2023 and any amendments thereto, shall remain in full force and effect.
4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the day and year first written above.

**RTR FINANCIAL SERVICES, INC.:**

  
Signature

TITLE: EVP/COO

Robert J. Reilly  
Print Name

**OKALOOSA COUNTY, FLORIDA**

BY: John Hofstad Digitally signed by John Hofstad  
Date: 2024.04.19 09:45:34  
-05'00'  
John Hofstad, County Administrator

Contract No. C23-3286-WS

CONTRACT: C23-3286-WS  
RTR Financial Services, Inc.  
Collection of Okaloosa County WS Deliq Accounts  
EXPIRES:12/31/2025 w/2 1 yr renewals

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (“Covered Entity”) and RTR Financial Services, Inc., (“Business Associate”), effective as of January 23, 2023.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an arrangement pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

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

**A. General Provisions:**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

**B. Obligations of Business Associate:**

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(c)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
5. Take PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Covered Entity, or take other measures necessary satisfy Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;
9. Make its internal practices, books, and records 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 Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Covered Entity's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by:

- (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2);
- (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program;
- (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and
- (d) alerting Covered Entity of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Covered Entity include:

- 1. The review of patient care information for providing advice to Covered Entity concerning a particular ambulance incident;
- 2. The review of patient care information and other medical records and submission of that information to carriers, insurers, and other payers and assisting Covered Entity in an insurance or Medicare audit or other similar action; and
- 3. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Business Associate has been engaged to perform on behalf of Covered Entity.

**D. Termination**

- 1. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.
- 2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this

Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.

3. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C23-3286-WS Tracking Number: 5114-24  
Procurement/Contractor/Lessee Name: RTR Financial Grant Funded: YES \_\_\_ NO X  
Purpose: 1<sup>st</sup> Amendment  
Date/Term: 12-31-25 1.  GREATER THAN \$100,000  
Department #: 4500 2.  GREATER THAN \$50,000  
Account #: 534300 3.  \$50,000 OR LESS  
Amount: 13.5% contingency fee  
Department: WS Dept. Monitor Name: Hackett

*Purchasing Review*

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 3-8-24  
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

*2CFR Compliance Review (if required)*

Approved as written: no Federal funds Grant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator: Suzanne Ulloa

*Risk Management Review*

Approved as written: see email attached Date: 3-8-24  
Risk Manager or designee: Lydia Garcia

*County Attorney Review*

Approved as written: see email attached Date: 3-15-24  
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

*IT Review (if applicable)*

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Friday, March 8, 2024 2:05 PM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** Kerry Parsons  
**Subject:** RE: C23-3286-WS 1st amendment  
**Attachments:** C23-3286-WS 1st amendment (EMS).docx

Good afternoon DeRita,

The 1<sup>st</sup> amendment for RTR Financial Services, Inc has been reviewed and is approved by Risk Management. No changes were made to the insurance requirements.

Thank you,

**Odessa Cooper-Pool**  
Public Records & Contracts Specialist |Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— **Paulo Coelho**, *The Alchemist*

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, March 7, 2024 1:16 PM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** C23-3286-WS 1st amendment

Good afternoon,  
Please review and approve the attached.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Friday, March 15, 2024 12:12 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** Re: C23-3286-WS 1st amendment  
**Attachments:** C23-3286-WS 1st amendment (EMS) 3.15.24.docx

DeRita,

With the attached changes and comment addressed, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Thursday, March 7, 2024 2:15 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** C23-3286-WS 1st amendment

Good afternoon,  
Please review and approve the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road