

Contract:# C23-3282-PS
DR. CHRISTOPHER D. TANNER
EMS MEDICAL DIRECTOR
Expires: 12/01/2025 W/(2) 1 YR RENEWALS

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY,
OKALOOSA COUNTY,
AND DR. CRISTOPHER D. TANNER
CONTRACT NO. C23-3282-PS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Dr. Christopher D Tanner, M.D. (the "Contractor") executed this 12th day of January _____, 2023 is made a part of the original Agreement, dated December 2, 2022, Contract No. C23-3282-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. The County and Contractor wish to amend and correct the annual amount included in the original Agreement as further detailed below:

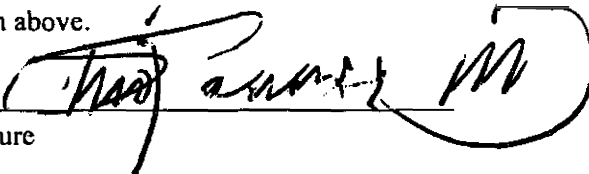
The recitals and Section 4 of the original Agreement shall be amended to reflect annual compensation to the Contractor in the amount of Eighteen Thousand Dollars (\$18,000.00) for a total of Fifty-Four Thousand Dollars (\$54,000.00) for the three (3) year term.

2. The County and Contractor wish to amend the original Agreement to add the Business Associate Addendum attached hereto as Exhibit "A"

3. Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated December 2, 2022 and any amendments thereto, shall remain in full force and effect.

4. 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.



Signature

Title: Medical Director

Christopher D. Tanner, MD

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad Digitally signed by John Hofstad
Date: 2023.01.12 15:29:40 -06'00'
John Hofstad, County Administrator

EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Agreement (“Agreement”) is entered into between OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (“Covered Entity”) and DR. CHRISTOPHER D. TANNER, M.D., (“Business Associate”), effective as of December 2, 2022.

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(e)(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: C23-3282-PS Tracking Number: 4954-22
Procurement/Contractor/Lessee Name: DR. Christopher D. Tanner Grant Funded: YES ___ NO X
Purpose: Amendment #1 EMS Medical Director
Date/Term: 3 YR W/ (2) 1 YR Renewal 1. GREATER THAN \$100,000
Department #: 4500 2. GREATER THAN \$50,000
Account #: 531401 3. \$50,000 OR LESS
Amount: \$18,000.00 per year / \$54,000.00 for 3 YEAR
Department: PS Dept. Monitor Name: MADDOX

Purchasing Review

Procurement or Contract/Lease requirements are met:
Amber Hammonds Date: 12/6/2022

2CFR Compliance Review (if required)

Approved as written: Grant Name: N/A
Required: Yes ___ No X
Date: _____
Grants Coordinator – Suzanne Ulloa

Risk Management Review

Approved as written: _____ Date: _____
No Insurance Element in Amendment
Risk Manager or designee – Lydia Garcia

County Attorney Review

Approved as written: _____ Date: 12/9/20
See Email Attachment
County Attorney (Lynn Hoshihara, Kerry Parsons or Designee)

Department Funding Review

Approved as written: _____ Date: _____
N/A

IT Review (if applicable)

Approved as written: _____ Date: _____
N/A

Amber Hammonds

From: Lynn Hoshihara
Sent: Friday, December 9, 2022 3:41 PM
To: Amber Hammonds; 'Parsons, Kerry'
Subject: Re: Review/Approve C23-3282-PS - 1st Amendment
Attachments: C23-3282-PS - AMENDMENT 1 12.9.22.docx

Follow Up Flag: Follow up
Flag Status: Completed

Amber,

With the attached changes, this amendment is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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: Amber Hammonds
Sent: Tuesday, December 6, 2022 10:04 AM
To: Lynn Hoshihara; 'Parsons, Kerry'
Subject: Review/Approve C23-3282-PS - 1st Amendment

Good morning Legal Ladies,

Please review and approve the first amendment for Contract # C23-3282-PS.

Thank you,
Amber Hammonds
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970
Email: ahammonds@myokaloosa.com

