

BBRHIO ORGANIZATION REGISTRATION AGREEMENT

This ORGANIZATION REGISTRATION AGREEMENT ("the Agreement"), is entered into by and between the Big Bend Regional Health Information Organization, Inc., ("BBRHIO"), a Florida not for profit corporation and Leon County EMS, ("Participant"), ("collectively the "Parties").

RECITALS

Participant is a health care provider, either individually or as an entity or organization, that uses and discloses Protected Health Information (PHI) for treatment purposes; and

Participant may possess or maintain PHI that could be lawfully disclosed to other health care providers for patient treatment; and

BBRHIO has expertise in facilitating the lawful use and disclosure of PHI via a Regional Health Information Network ("RHIN"); and

In order to promote efficiency and convenience for the Participant and its patients and the patients of other health care providers, Participant wishes to participate in the electronic exchange of PHI via the RHIN operated and managed by BBRHIO;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Effect of Registration Agreement

The Participant acknowledges and agrees that the Agreement incorporates by reference the terms and conditions of the BBRHIO Master Participation Agreement and the applicable BBRHIO Policies and Procedures, which are currently in effect. **PLEASE NOTE: The Participant may receive a complete copy of the BBRHIO Master Participation Agreement and Policies and Procedures by emailing contact@bbrhio.com or calling 850-702-0365 and requesting BBRHIO services.**

2. Participant Information

Organization Name (Participant): Leon County EMS

Fictitious Name (d.b.a.): _____

Organization Name On Tax ID: Board of County Commissioners

Organization Tax ID Number: 59-6000708

Physical Address: 1800-2 N. Blaire Stone Road
Tallahassee, FL 32308

Mailing Address (same as above): _____

Billing Address (same as above): _____

Billing e-mail (if applicable): _____
 Telephone Number: (850) 606-2100
 Fax Number: (850) 606-2101
 Administrator's Name: Chief Tom Quillin
 Lead Medical Director Name: Kim M. Landrey
 Number of Licensed Providers: 145
 Number of Patient Encounters/Year: 29,000

3. Participant's Account Designee:
 Designee will be responsible for the implementation plan for the participating organization as well as coordination of the credentialing of subsequent employee user accounts for the Participant.

Designee Name: Chad Abrams
 Title: Deputy Chief - Administration
 Telephone Number: (850) 606-2100
 E-mail: AbramsC@leoncountyfl.gov

4. Type of Participant (please check most appropriate box):

Hospital	
Physician Group Practice	
Individual Physician Practice	
Imaging Facility	
Laboratory	
Pharmacy	
Home Health Agency	
Nursing Home/Extended Care Facility	
HMO	
Payor	
Hospice	
Behavioral Health Counselors	
Durable Medical Equipment Company	
Physical Therapy/Rehab Provider	
EMS/Fire/Disaster Responder	X
FQHC	

Other (identify and describe) _____

5. Participant License Information

If the Participant has been issued a license by a state agency or department, provide the following information.

Issuing Agency: State of Florida, DOH, BEMS

License Number: ALS3703

Medicaid Provider Number(if applicable): 1215047675

6. Participants as Data Providers:

Participants may be Data Providers, Data Recipients and have a Data Feed and Interface Connection to the RHIN pursuant to the requirements of the Master Participation Agreement. Participants intending to have a Data Feed and Interface Connection will work with the BBRHIO to determine a data interfacing, validation, storage, and implementation process for their Electronic Health Record (EHR) system(s).

7. BBRHIO Level of Service and Usage Fees:

Participants are charged a fee for utilizing the BBRHIO. Such fee shall be calculated on the level of service selected by the Participant and the number of physicians, if a practice, or the number of licensed beds, if a hospital. Special pricing terms apply to other type entities.

Leon County EMS monthly Fee is Two Thousand Dollars (\$2000.00). A onetime set up Fee for Advanced services of Twenty Thousand Dollars (\$20,000.00), half of which is due within 45 days of contract signing and half is due on completion of BBRHIO interface work. The monthly Fee includes a secure VPN (or equivalent) two way connection to the EMS patient record database, and password controlled access for up to 20 concurrent users. No other (Physician, Hospital) Fees apply with this contract and Fees for optional Other Service require an additional contract.

RHIN Services		
Feature	Basic	Advanced
Provider Clinical Messaging & Notifications	✓	✓
Referral Management	✓	✓
Demographic Data Access	✓	✓
Clinical Data Access	✓	✓
Electronic Medical Record Publishing & Transfer	✓	✓
- Secure "Print" to Health Information Network	✓	✓
- Secure "Print" to EMR	✓	✓
Initial Office Training & Education Workshop	✓	✓
Data Feeds & Interface Connection		✓
- Patient Demographics & Encounters		✓
- EMR Data		✓
- Laboratory Results		✓
- Radiology Results		✓
Patient Demographic Download		✓
Alignment to NHIN for EHR "Meaningful Use"		✓

* Advanced Features require an interfacing fee to cover the cost of constructing a secure Data Connection between the BBRHIO Regional Health Information Network and the Participants

Electronic Health Record (EHR) system(s). BBRHIO will review Participants EHR system(s) and provide an estimate to construct the interface based on a reduced per/hour rate as part of Organization Registration Agreement.

Other optional services may be provided to the Participant on an as needed basis, at the Participant's sole discretion, at the following per/hour rates:

Other Services	
Clinical Workflow Expert	\$250/hour
Health IT Consulting Services	\$150/hour
Interface & Software Developer	\$125/hour
Advertising	call for pricing

8. Remittance:

Participant will be invoiced by the BBRHIO on a monthly basis and shall remit payment to the BBRHIO within thirty (30) days of receipt of the invoice. Unless arranged electronically, payment shall be made to: BBRHIO Services, 3411 Capital Medical Blvd., Tallahassee, FL 32308.

First Invoice Date: March 1st 2010

9. Term:

Unless sooner terminated for failure by a Party to fulfill the requirements of the Agreement, the term of the Agreement shall be for a period of twelve (12) months commencing on the date of execution by the last Party to sign the Agreement. At the conclusion of the initial term, the Agreement shall be automatically renewed for another twelve (12) months unless either Party provides written notice of intent not to renew the Agreement, not less than thirty (30) days prior to the end of the term.

10. Participant Agreements and Representations:

Participant acknowledges and agrees that it has the burden of producing adequate documentation for proper evaluation of its qualifications for access to the RHIN. The Participant fully understands that any significant misstatements in or omissions from this Agreement constitute cause for denial of access to the RHIN or immediate revocation of access to the RHIN in the event access has been granted. Participant agrees to immediately notify the BBRHIO in writing of any substantial changes to information provided in this Agreement regarding its status, or the status of its employees that would affect the Participant's right or its employees' rights to access the RHIN.

The Participant acknowledges and agrees that if its application for access to the RHIN is accepted that it will abide by the BBRHIO Master Participation Agreement and the BBRHIO Policies and Procedures currently in effect.

The Participant represents the following:

- a. Participant is not currently excluded or debarred from participation in a federal, state or local government health care benefit program;
- b. Participant, if required to be licensed by a federal or state agency or department, holds a valid and unrestricted license and is otherwise able to legally use and/or disclose PHI in the normal course of patient treatment activities;
- c. Participant, if applicable, is an entity duly organized, validly existing, and in good standing under the laws of the State of Florida, has all necessary powers to own its property and to carry on its business or profession as now owned and operated by it, and its status is active.

- d. Participant maintains an active practice in the State of Florida and is actively providing patient care services deemed appropriate for participation in the RHIN.
- e. Participant is making application to the RHIN for lawful purposes.
- f. Participant agrees to comply with all applicable laws and regulations relating to the use and disclosure of PHI and other confidential information.
- g. Participant agrees to obtain proper HIPAA consent from its patients prior to disclosing data to other providers via the RHIN. Excepting, however, that Participant shall not be required to obtain patient consent for the transmission of patient information to hospital personnel as contemplated and authorized under section 401.30, Fla. Stat.

1) Participant agrees to add the following language, or similar language which achieves the same result, to its HIPAA/Medical Consent forms:

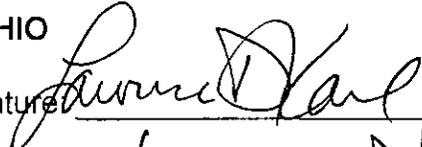
"This organization participates in a Health Information Exchange (HIE) for the purpose of improving patient care. This means that your records may be electronically shared with your other healthcare providers via HIE. You may decline to have your records read by your other providers in HIE by going to <https://rhin.bigbendhealth.com/OptOut> and following the directions."

2) Participant agrees to have the Medical Director of Leon County EMS send a letter to BBRHIO indicating that he agrees to the conveyance of patient records via the Regional Health Information Network (RHIN) to those providers who declare a treatment relationship with a patient. Copies of Patient records will be maintained on the RHIN as a convenient method of backup and transport, enabling treating providers to review such electronic records as an alternative to requesting that records be faxed.

11. Requested Exceptions:
Participants that are Data Providers may request in writing for their data to be managed in compliance with a business or technical rule that is not currently covered by this Agreement. All exceptions to the terms of the Agreement, the BBRHIO Master Participation Agreement and/or the BBRHIO Policies and Procedures must be approved by the BBRHIO prior to acceptance of the Participant as a Data Provider to the RHIN.

12. Corporate Authorization:
This Agreement, the consummation of the transactions contemplated by this Agreement, and the performance, observance, and fulfillment by Participant of all the terms, conditions, and provisions of this Agreement on Participant's part to be performed, observed, and fulfilled, have been approved and authorized by Participant, if an individual, or Participant's management, and if necessary, by Participant's Board of Directors.

PARTICIPANT
Signature: _____
Printed Name: _____
Title: _____
Date: _____

BBRHIO
Signature: 
Printed Name: Lawrence D. Kadlin
Title: Chairman
Date: 9/9/10

BBRHIO BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (hereafter, "Business Associate Agreement" or "Agreement") is entered into effective the 1 day of April, 2010 (the "Effective Date") by Leon County EMS (the "Participating Organization") and the Big Bend Regional Health Information Organization, Inc. (the "BBRHIO").

WHEREAS, the federal government, pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") has promulgated privacy regulations relating to the use, storage, transmission, and disclosure of patients' Protected Health Information (PHI); and

WHEREAS, in performing its duties under the Agreement, BBRHIO may have access to protected health information of patients of Participating Organization and may be required to protect the privacy and confidentiality of health information of patients as business associates of the Participating Organization; and

WHEREAS, subcontractors, and others with which BBRHIO does business, requiring its business associates to undertake certain commitments restricting the use, disclosure and handling of PHI acquired or accessed by the BBRHIO; and

WHEREAS, the parties to this Agreement intend and agree to comply fully with all applicable laws and regulations, including those relating to patient privacy and confidentiality;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

The parties acknowledge and agree that BBRHIO, in performing its duties as a regional health information exchange receives individually identifiable health information as defined in Section 14 below (referred to as "Protected Health Information" or "PHI"), from PARTICIPATING ORGANIZATION and from PARTICIPATING ORGANIZATION's contractors or enrollees, and creates, receives, or uses PHI on the PARTICIPATING ORGANIZATION's behalf. BBRHIO agrees to maintain the privacy and security of such PHI as required by all applicable laws and regulations, including but not limited to HIPAA and the privacy and security regulations adopted under HIPAA as amended from time to time. Without limiting the foregoing, BBRHIO agrees to the following:

1. **Use of PHI:** BBRHIO shall not use, and shall ensure that its directors, officers, employees, contractors, and agents (referred to collectively as "BBRHIO's Agents"), do not use PHI other than as expressly permitted by the Agreement or as required by law. BBRHIO may also use PHI for the proper management and administration of its internal business processes that relate to its responsibilities, and to fulfill its legal responsibilities. In addition, BBRHIO agrees that it will not sell PHI, including patient lists, nor use any PHI to engage in "marketing," as such term is defined in Section 164.501 or Title 45, U.S. Code of Federal Regulations.
2. **Disclosure of PHI:**
 - a. **Disclosure to Third Parties.** BBRHIO shall not disclose, and shall ensure that BBRHIO's Agents do not disclose, PHI to any other person or entity (other than members of BBRHIO's workforce as specified in subsection b. of this Section), unless disclosure is required by law, and as approved by PARTICIPATING ORGANIZATION. Any such disclosure shall be made only upon the written agreement of the subcontractor to be bound by the provisions of this Business Associate Agreement, for the express benefit of BBRHIO and PARTICIPATING ORGANIZATION. To the extent that BBRHIO discloses PHI to a third party, BBRHIO must obtain, prior to making any disclosure:
 - i. Reasonable assurances from such third party that PHI will be held confidential as provided in the Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and

- ii. An agreement from such third party to immediately notify BBRHIO of any breaches of the confidentiality of PHI, to the extent it has obtained knowledge of such breach.
 - b. Disclosure to Workforce. BBRHIO shall not disclose PHI to any member of its workforce unless BBRHIO has advised such person of BBRHIO's obligations under this Agreement, and of the consequences for such persons and for BBRHIO of violating them. BBRHIO shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of this Agreement.
3. **Safeguards:** BBRHIO shall implement all appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. BBRHIO shall provide PARTICIPATING ORGANIZATION with such information concerning the safeguards as PARTICIPATING ORGANIZATION may from time to time request and shall, upon reasonable request, give PARTICIPATING ORGANIZATION access for inspection and copying to BBRHIO's facilities used for the maintenance and processing of PHI, and to its books, records, practices, policies, and procedures concerning the use and disclosure of PHI. In addition, BBRHIO and BBRHIO's Agents shall comply with the minimum necessary requirements set forth in the HIPAA privacy regulations when using or disclosing PHI. BBRHIO also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of PHI by BBRHIO in violation of the requirements of this Agreement.
4. **Accounting of Disclosures:**
 - a. BBRHIO shall maintain a record of all PHI disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purposes of the disclosures.
 - b. Within ten (10) calendar days of notice by PARTICIPATING ORGANIZATION to BBRHIO that PARTICIPATING ORGANIZATION has received a request for an accounting of disclosures of PHI regarding an individual, BBRHIO shall make available to PARTICIPATING ORGANIZATION such information as is in BBRHIO's possession and is required for PARTICIPATING ORGANIZATION to make the accounting.
5. **Reporting of Disclosures of Protected Health Information:** BBRHIO shall, within five (5) business days (Monday – Friday) of becoming aware of a use or disclosure of PHI in violation of this Agreement by BBRHIO or BBRHIO's Agents, report such disclosure or use in writing to the Chief Executive Officer of the PARTICIPATING ORGANIZATION and describe remedial action taken or proposed to be taken with respect to such use or disclosure.
6. **Agreements by Third Parties:** BBRHIO shall enter into an agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by BBRHIO on behalf of PARTICIPATING ORGANIZATION, in which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to BBRHIO under this Agreement.
7. **Disclosure to U.S. Department of Health and Human Services:** BBRHIO shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of PHI available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
8. **Access by Individuals:** Within ten (10) calendar days of receipt of a request by PARTICIPATING ORGANIZATION, BBRHIO shall permit any individual whose PHI is maintained by BBRHIO to have access to and to copy his or her PHI, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to PHI held by BBRHIO directly from

BBRHIO, BBRHIO shall, within two (2) days, forward such request to PARTICIPATING ORGANIZATION. Any denial of access to the PHI requested shall be the responsibility of PARTICIPATING ORGANIZATION.

9. **Correction of PHI:** BBRHIO agrees to make any amendments to PHI that PARTICIPATING ORGANIZATION directs or agrees to under HIPAA. PARTICIPATING ORGANIZATION shall provide BBRHIO with written instructions regarding any such amendment.
10. **Amendment:** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or Florida relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, PARTICIPATING ORGANIZATION may, by written notice to BBRHIO, amend this Agreement in such manner as PARTICIPATING ORGANIZATION determines necessary to comply with such law or regulation. If BBRHIO disagrees with any such amendment, it shall so notify PARTICIPATING ORGANIZATION in writing within thirty (30) days of the date of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate the Scope and this Business Associate Agreement upon written notice to the other.
11. **Breach:** If BBRHIO breaches any of its obligations under this Agreement, PARTICIPATING ORGANIZATION may, at its option:
 - a. Exercise any of its rights of access and inspection under Section 3 of this Agreement;
 - b. Provide BBRHIO with notice of the breach and an opportunity to cure such breach within thirty (30) calendar days of the notice of breach. If BBRHIO fails to cure the breach to PARTICIPATING ORGANIZATION's satisfaction within such cure period, PARTICIPATING ORGANIZATION may terminate the Agreement by providing written notice to BBRHIO. If BBRHIO cures the breach within the cure period, PARTICIPATING ORGANIZATION may require BBRHIO to submit to a plan of monitoring and reporting of uses and disclosures of PHI, as PARTICIPATING ORGANIZATION may determine necessary to maintain compliance with this Amendment. Any such monitoring plan shall be made a part of the Agreement;
 - c. Immediately terminate the Agreement, with or without an opportunity to cure the breach; or
 - d. If termination is not feasible, report the breach to the Secretary of the United States Department of Health and Human Services. PARTICIPATING ORGANIZATION's remedies under this section and under the Scope shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
12. **Procedure Upon Termination:**
 - a. Except as provided in paragraph b. below, upon termination of the Agreement, for any reason, BBRHIO shall return or destroy all PHI received from PARTICIPATING ORGANIZATION, or created or received by BBRHIO on behalf of PARTICIPATING ORGANIZATION. This provision shall also apply to PHI that is in the possession of subcontractors or agents of BBRHIO. BBRHIO shall retain no copies of the PHI.
 - b. In the event that BBRHIO determines that returning or destroying the PHI is not feasible, BBRHIO shall provide to PARTICIPATING ORGANIZATION written notification of the conditions that make return or destruction infeasible. Upon agreement by PARTICIPATING ORGANIZATION that return or destruction of PHI is not feasible, BBRHIO 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 infeasible, for so long as BBRHIO maintains the PHI.
13. **Indemnification:** BBRHIO shall indemnify and hold harmless PARTICIPATING ORGANIZATION from and against any and all costs, liabilities, losses, damages and expenses

(including, but not limited to, reasonable attorney's fees) resulting from any claim, lawsuit or proceeding brought by a third party against PARTICIPATING ORGANIZATION and arising from or related to a breach or alleged breach by BBRHIO or BBRHIO's Agents of the obligations referenced herein. BBRHIO's obligation to indemnify shall survive the expiration or termination of the Agreement.

14. Definitions for Use in this Agreement:

- a. Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, that:
 - i. is created or received by a health care provider, health plan, employer, or healthcare clearinghouse; and
 - ii. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is reasonable basis to believe the information can be used to identify the individual.
- b. Protected Health Information shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and of its behalf concurrently with the execution of the agreement.

PARTICIPATING ORGANIZATION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BBRHIO

Signature: Lawrence D. Kaplan

Printed Name: Lawrence D. Kaplan

Title: Chairman

Date: 9/9/10