

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made effective and entered into as of the \_\_\_\_\_ day of June, 2006 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation (herein the "**TOWN**"), EMERGENCY MEDICAL RESOURCES, PLLC, a Tennessee limited liability company (herein "EMR"), and JOSEPH E. HOLLEY, JR., M.D., a medical doctor licensed to practice such profession in the State of Tennessee (herein the "**MEDICAL DIRECTOR**").

### **W I T N E S S E T H:**

WHEREAS, the TOWN desires to retain a medical doctor to provide medical director and hazardous materials (HAZMAT) management advisor services to the TOWN'S Fire and Rescue Department (the "**CF&R**"), such services include, but are not limited to, assistance in the development of emergency medical care policies and procedures, and the development of an overall wellness program for the Fire Department (herein the "**Services**");

WHEREAS, a competent medical doctor will be required for the Services;

WHEREAS, the Services are of a distinct and non-competitive nature;

WHEREAS, the MEDICAL DIRECTOR is a duly licensed physician by the State of Tennessee and has the requisite experience, abilities and resources to perform the Services;

WHEREAS, the MEDICAL DIRECTOR desires that the TOWN make payments pursuant to this Agreement to the MEDICAL DIRECTOR'S trade or business, EMR; and

WHEREAS, the MEDICAL DIRECTOR and EMR desire to enter into this Agreement as independent contractors and are ready, willing and able to provide the Services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

#### **1.00 SCOPE OF AGREEMENT**

- A. The MEDICAL DIRECTOR agrees to provide general medical direction, as described in Exhibit A attached hereto and incorporated herein by reference for the Emergency Medical Services (EMS) Division of the CF&R as required by the Fire Chief or his/her designate on a timely basis.
- B. The MEDICAL DIRECTOR shall devote a minimum of four (4) hours of service monthly to the Services of the Agreement; provided, however, there shall be no schedule of fixed or definite hours. The MEDICAL

DIRECTOR'S availability to provide Services under this Agreement shall be determined solely by the MEDICAL DIRECTOR, taking into account both the reasonable needs of the TOWN and the reasonable needs of the MEDICAL DIRECTOR in maintaining his other independent clinical functions.

- C. The TOWN agrees that CF&R shall to perform the responsibilities, as described in Exhibit B attached hereto and incorporated herein by reference.
- D. Government Access to Records. To the extent required by Section 1861 (v) (1) (1) of the Social Security Act, each party shall, upon proper request, allow the United States Department of Health and Human Services, the Comptroller General of the United States, and their duly authorized representative access to this Agreement and to all books, documents, and records necessary to verify the nature and extent of the costs of services provided by either party under this Agreement, at any time during the term of this Agreement and for an additional period of four (4) years following the last date services are furnished under this Agreement. If either party carries out any of its duties under this Agreement through an agreement between it and an individual or organization related to it, any party to this Agreement shall require that a clause be included in such agreement so that, the related organization shall make available, upon request by the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, all agreements, books, documents, and records of such related organization that are necessary to verify the nature and extent of the costs of Services provided under this Agreement.
- E. HIPAA Compliance. The MEDICAL DIRECTOR, TOWN and CF&R shall comply with privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996. The MEDICAL DIRECTOR and EMR further agree that they shall fully comply with all the requirements set forth in Exhibit C attached hereto and incorporated herein by reference.
- F. MEDICAL DIRECTOR is engaged in providing these types of Services for persons or entities other than the TOWN, and the TOWN acknowledges that the MEDICAL DIRECTOR is not required to provide Services exclusively to the TOWN during the term of this Agreement.

## **2.00 TERM AND TERMINATION**

This agreement is effective June \_\_\_\_, 2006 and shall end on June \_\_\_\_, 2007. The MEDICAL DIRECTOR may terminate this Agreement at any time by giving the TOWN written notice of not less than sixty (60) days. The TOWN may terminate this Agreement at any time in the event that the MEDICAL DIRECTOR or EMR violates the terms of this

Agreement or fails to produce a result that meets the specifications of this Agreement. Upon termination, EMR shall be entitled to compensation for the MEDICAL DIRECTOR'S services performed prior to such termination date.

### **3.00 CONFLICT OF INTEREST**

The MEDICAL DIRECTOR and EMR declare that neither the Mayor, nor any Aldermen, nor any other TOWN official holds a direct or indirect interest in this Agreement. The MEDICAL DIRECTOR and EMR pledge that they will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Agreement. The MEDICAL DIRECTOR and EMR declare that as of the date of this declaration that they have not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The MEDICAL DIRECTOR and EMR further pledge that they will not give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

### **4.00 MEDICAL DIRECTOR'S LICENSING**

EMR and the MEDICAL DIRECTOR hereby certify that the MEDICAL DIRECTOR presently is, and shall continue to be throughout the Term, licensed to perform the Services.

### **5.00 DISPUTES**

Any dispute concerning a question of fact in connection with the Services not disposed of by agreement between the TOWN and EMR and/or the MEDICAL DIRECTOR shall be referred to the Town Administrator, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

### **6.00 COMPLIANCE WITH LAWS**

EMR and the MEDICAL DIRECTOR agree to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the TOWN regarding the Services.

### **7.00 COMPENSATION**

The TOWN agrees to pay EMR monthly based upon actual services rendered by the MEDICAL DIRECTOR at the agreed upon amount shown in Exhibit D attached hereto and incorporated herein by this reference. All payments under this Agreement shall be made to EMR.

## **8.00 CONTROL**

All Services are to be performed in accordance with established professional standards applicable to the practice of medicine and in accordance with the established customs, practices, standards and procedures of the TOWN, except as such might not be consistent with established professional standards applicable to the practice of medicine.

## **9.00 REIMBURSEMENT FOR EXPENSES**

EMR and/or the MEDICAL DIRECTOR shall not be reimbursed for any expenses, unless such expenses are authorized in writing by the TOWN before the EMR and/or the MEDICAL DIRECTOR incurs any such expenses. Subject at all times to the requirement that EMR and the MEDICAL DIRECTOR must seek the TOWN'S prior approval of any expenses; in no event shall EMR or the MEDICAL DIRECTOR charge the TOWN any amount for any expense which exceeds the amount paid by EMR or the MEDICAL DIRECTOR for such expenses.

## **10.00 CLAIMS, LIABILITY, INDEMNITY AND INSURANCE**

- A. The MEDICAL DIRECTOR and EMR shall, jointly and severally, assume all risk in connection with MEDICAL DIRECTOR'S performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the MEDICAL DIRECTOR, his/her agents, servants, and/or employees in connection with the prosecution and completion of the Services. The MEDICAL DIRECTOR and EMR agree that they will, jointly and severally, indemnify and hold the TOWN and its past, present and future elected officials, officers, directors, agents, counsel and employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the MEDICAL DIRECTOR or EMR, their agents, servants and/or employees in the performance of this Agreement, and the MEDICAL DIRECTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Agreement.
- B. The MEDICAL DIRECTOR at its own expense, shall keep in force and at all times maintain during the term of this Agreement Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for MEDICAL DIRECTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. The MEDICAL DIRECTOR, at its own expense, shall keep in force and at all times maintain during the term of this Agreement Professional Liability coverage in the

amount of not less than One Million Dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate for errors and omissions damages. The MEDICAL DIRECTOR shall provide the TOWN with Certificates of Insurance on such policies in forms acceptable to the TOWN, which Certificates will be furnished to the TOWN upon execution of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Further, the MEDICAL DIRECTOR shall name the TOWN as an additional insured under such insurance policies and shall furnish evidence of the same to the TOWN.

- C. MEDICAL DIRECTOR and EMR shall comply with state and federal requirements pertaining to Workmen's Compensation insurance and employee liability insurance. MEDICAL DIRECTOR and EMR acknowledge that they and any of their employees are not entitled to unemployment insurance benefits from the TOWN and that the TOWN will not pay for or otherwise provide such coverage to MEDICAL DIRECTOR, EMR or any of their employees.

#### **11.00 EQUAL EMPLOYMENT OPPORTUNITY**

In carrying out the Services under this Agreement, EMR and the MEDICAL DIRECTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. EMR and the MEDICAL DIRECTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

#### **12.00 APPROPRIATION OF FUNDS**

All payments made by the TOWN under this Agreement shall be made from funds appropriated by the TOWN. Any failure to obtain a sufficient appropriation of funds to make payments hereunder shall automatically terminate this Agreement without penalty to the TOWN.

#### **13.00 RELATIONSHIP**

The parties understand and agree that EMR and the MEDICAL DIRECTOR are independent contractors and that the MEDICAL DIRECTOR is not an employee, agent or servant of the TOWN, nor is the MEDICAL DIRECTOR entitled to TOWN employment benefits. EMR AND THE MEDICAL DIRECTOR UNDERSTAND AND AGREE THAT THE MEDICAL DIRECTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND THAT EMR AND THE MEDICAL DIRECTOR ARE OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As independent contractors, EMR and the MEDICAL DIRECTOR agree that:

- A. EMR and the MEDICAL DIRECTOR do not have the authority to act for the TOWN, or to bind the TOWN in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the TOWN; and
- B. EMR and the MEDICAL DIRECTOR have and hereby retain control of and supervision over the performance of EMR's and MEDICAL DIRECTOR'S obligations hereunder and control over any persons employed by EMR or the MEDICAL DIRECTOR for performing the Services hereunder; and
- C. EMR and the MEDICAL DIRECTOR will not combine its business operations in any way with the TOWN'S business operations and each party shall maintain their operations as separate and distinct.

**14.00 EMR and MEDICAL DIRECTOR RESPONSIBILITIES**

In addition to all other obligations contained herein, EMR and MEDICAL DIRECTOR agree:

- A. To proceed with diligence and promptness and hereby warrant that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the TOWN; and
- B. To comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to EMR or MEDICAL DIRECTOR as employer.

**15.00 GENERAL PROVISIONS**

- A. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication from or to the MEDICAL DIRECTOR or EMR, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

	General Services Manager Town of Collierville 500 Poplar View Parkway Collierville, TN 38017
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Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

- B. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- C. Attorney's Fees. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.
- D. Assignment of Work. The work and services required of the MEDICAL DIRECTOR are personal and shall not be assigned, sublet or transferred without the TOWN'S prior written consent.

**[Signatures to follow on next page]**

WITNESS THE DUE EXECUTION HEREOF.

**Exhibit "A"**  
**Medical Direction of Prehospital Emergency Medical Services**

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In accordance with the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulations, Emergency Medical Services Division, Chapter 1200-12-1, General Rules for Medical Direction of Prehospital EMS, the MEDICAL DIRECTOR shall be appointed as Emergency Medical Services ("EMS") Medical Director for the TOWN and shall provide medical supervision of the TOWN's EMS system and assure the provision of quality emergency medical care throughout the EMS system. The MEDICAL DIRECTOR shall develop and enforce patient care policies and medical procedures and shall modify system design and regularly evaluate operations through an established Continuous Quality Improvement ("CQI") program to ensure that prehospital providers meet or exceed the standard of care in all patient encounters.

The MEDICAL DIRECTOR shall have the power to limit the activities of those under the MEDICAL DIRECTOR'S supervision that deviate from the established clinical standards of care or do not meet training standards pursuant to appropriate rules and regulations established by the MEDICAL DIRECTOR and the CF&R. Additional responsibilities of the MEDICAL DIRECTOR shall include, but not be limited to, involvement with the design, operation, evaluation and ongoing revision of the EMS system including, without limitation, initial patient access, dispatch, prehospital care and delivery to the emergency department. The means utilized by the MEDICAL DIRECTOR to direct prehospital emergency care may include, but are not limited to, off-line and on-line medical direction using prospective, concurrent and/or retrospective methods.

**Off-Line (Prospective and Retrospective) Medical Direction**

Off-line medical direction is the administrative promulgation and enforcement of accepted standards of prehospital care. Off-line medical direction can be accomplished through both prospective and retrospective methods. Prospective methods include, but are not limited to, training, testing and certification of providers; protocol development; operational policy and procedures development; and legislative activities. Retrospective activities include, but are not limited to, medical audit and review of care, direction of remedial education, and limitation of patient care functions if needed.

**On-Line (Concurrent) Medical Direction**

On-line medical direction is the medical direction provided directly to prehospital providers by the Medical Director or designee either on-scene or by direct voice communication. Ultimate authority and responsibility for concurrent medical direction rests with the Medical Director.

**Role of the EMS Medical Director**

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The Medical Director will have authority over all clinical and patient care aspects of the EMS system or service, with the specific duties and responsibilities dictated by CF&R requirements.

### **Qualifications**

To optimize medical direction of CF&R's prehospital emergency medical services, the service shall be managed by a Medical Director who meets the following minimum qualifications:

1. Possess a license to practice medicine in the State of Tennessee;
2. Possess a valid DEA Certification of Registration;
3. Possess Board Certification or board eligibility in emergency medicine;
4. Possess a valid State of Tennessee Drivers License;
5. Be familiar with the design and operation of prehospital EMS systems;
6. Experience or training in the prehospital emergency care of the acutely ill or injured patient;
7. Experience or training in medical direction of prehospital emergency units;
8. Active participation in the Emergency Department's management of the acutely ill or injured patient;
9. Experience or training in the instruction of prehospital personnel;
10. Experience or training in the EMS quality improvement process;
11. Knowledge of Tennessee EMS laws and regulations;
12. Knowledge of Tennessee EMS dispatch and communications;
13. Knowledge of local mass casualty and disaster plans;
14. Evidence of high ethical standards and no conflicts of interest;
15. Completed the Tennessee State EMS Medical Director Course; and
16. Evidence that Medical Director will receive aggregate data from the Tennessee State EMS Office to benchmark CF&R performance.

### **Responsibilities**

The MEDICAL DIRECTOR's responsibilities for CF&R's prehospital emergency medical services shall include, but are not limited to, the following minimum responsibilities:

1. Serve as a patient advocate in the EMS system;
2. Set and ensure compliance with patient care standards, including but not limited to communications standards and dispatch and medical protocols;
3. Develop and implement protocols and standing orders under which the prehospital care provider functions;
4. Develop and implement the process for the provision of concurrent medical direction;
5. Ensure the appropriateness of initial qualifications of prehospital personnel involved in patient care and dispatch;

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6. Ensure that the qualifications of prehospital personnel involved in patient care and dispatch are maintained on an ongoing basis through education, testing, and credentialing;
7. Develop and implement an effective quality improvement program for continuous system and patient care improvement;
8. Promote EMS research;
9. Act as liaison between the medical community (emergency departments, physicians, prehospital providers, and nurses) and particularly receiving hospitals and the CF&R;
10. Interact with regional, state and local EMS authorities to ensure that standards, needs and requirements are met and resource utilization is optimized.
11. Arrange for coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response;
12. Promulgate public education and information on the prevention of emergencies.
13. Maintain knowledge levels appropriate for an EMS Medical Director through continued education;
14. Develop and recommend patient care and triage criteria and protocols for the EMS system; including, but not limited to the following: (i) Circumstances under which transport or non-transport of a patient might occur; (ii) Level of care and transport to be used in pre-hospital emergency care; and (iii) Patient destination;
15. Define the scope of on-line medical commands that may be received by CF&R EMS personnel from physicians at receiving hospitals;
16. Provide on-line and off-line consultation with CF&R paramedics or supervisors when requested;
17. Advise the Town of Collierville regarding equipment and staffing;
18. Provide medical recommendations to the CF&R in the development and implementation of continuing education programs;
19. Review and recommend continuing education course materials to ensure medical content is appropriate;
20. Regularly participate in the provision of continuing education to Emergency Medical Technicians and Emergency Medical Technician Paramedics;
21. Review quality assurance programs, including periodic review of paramedics' written reports and tapes, run reviews, and other records, as the Medical Director deems necessary to promote quality patient care;
22. Provide medical recommendations to the CF&R Communications regarding the dispatch of EMS calls;
23. Serve as the CF&R representative at the Mid-South Regional EMS Council and at State EMS Board Meetings;
24. Meet regularly with the CF&R EMS Quality Assurance Coordinator and the CF&R Chief of Administration;
25. Advise CF&R on risk management issues;
26. Promote the CF&R EMS programs through public relations projects and

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- interaction with the national EMS community;
27. Prepare and submit annual reports to the CF&R Chief of Administration regarding system performance, quality assurance activities, continuing education and public relations;
  28. Make appropriate recommendations to CF&R Chief of Administration regarding remedial training or education, where warranted, pending review and evaluation of medical treatment by an Emergency Medical Technician (EMT) or Paramedic;
  29. Make recommendations concerning the curriculum in hazardous materials toxicology for EMTs and Paramedics;
  30. Review the medical surveillance program for firefighters involved in HAZMAT operations in order to assure proper medical surveillance and as required for compliance with OSHA standards;
  31. Provide 24-hour availability for emergency consultations to HAZMAT team including assistance in addressing issues such as identification of potential chemical or toxic effects, estimation of human risk in exposures, field management of toxic exposures and assistance with triage decisions;
  32. Make recommendations for a comprehensive wellness program for the CF&R;
  33. Advise arson investigators on medical and toxicological related issues in investigations; and
  34. Comply with the Rules of the Tennessee Department of Health, Bureau of Health Licensure and Regulations, Emergency Medical Services Division, Chapter 1200-12-1, General Rules as it relates to the definition, duties and responsibilities of a Medical Director.

#### **Authority for Medical Direction**

Unless otherwise defined or limited by state or CF&R requirements, the Medical Director shall have authority over all clinical and patient care aspects of the EMS system including, but not limited to, the following:

1. Recommend certification, recertification and decertification of prehospital personnel to the appropriate certifying agency;
2. Establish, implement, revise and authorize system-wide protocols, policies and procedures for all patient care activities from dispatch through triage, treatment and transport;
3. Establish criteria for determining patient destination;
4. Ensure the competency of personnel who provide concurrent medical direction to prehospital personnel including, but not limited to, physicians, nurses, and paramedics;
5. Establish the procedures or protocols under which non-transport of patients may occur;
6. Require education to the level of proficiency approved for First Responders, EMT's, Paramedics and EMS Dispatchers;

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7. Implement and supervise an effective quality improvement program. The Medical Director shall have access to all relevant records needed to accomplish this task;
8. Remove a provider from medical care duties for due cause, using an appropriate review and appeals mechanism;
9. Set or approve hiring standards for personnel involved in patient care; and
10. Set or approve standards for equipment used in patient care.

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**Exhibit "B"**  
**Responsibilities of Collierville Fire & Rescue**

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**The CF&R will:**

1. Recognize the MEDICAL DIRECTOR in his role as Medical Director and Hazmat Advisor of the Town of Collierville, CF&R;
2. Solicit the input of the MEDICAL DIRECTOR with regard to medical protocols, EMS procedures, employment qualifications, wellness programs and quality assurance issues;
3. Require that the EMTs and Paramedics possess a current and unrestricted license issued by the Tennessee Emergency Medical Services Board to practice out-of-hospital emergency care as an EMT or Paramedic;
4. Require that the EMTs and Paramedics possess the skills necessary to deliver basic and advanced life support when ever necessary;
5. Provide and use a standard Patient Medical Data (PMD) run report as directed and approved by the Medical Director;
6. Provide administrative and secretarial support for Medical Director and HazMat Advisor;
7. Provide and maintain necessary medications and equipment;
8. Provide the MEDICAL DIRECTOR timely access to and copies of all requested, relevant EMS records needed to accomplish their duties, including but not limited to paramedic reports, communication tapes and pertinent employee records;
9. Provide the MEDICAL DIRECTOR reasonable access to advanced life support personnel while such personnel are carrying out their duties, for the purposes of observation, evaluation and training; and
10. Agree that records provided for review in quality assurance programs shall be privileged and confidential information. Reasonable precautions will be made to prevent the unauthorized disclosure of such records and keep such records confidential.

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(Initials) EMR: \_\_\_\_\_ CF&R: \_\_\_\_\_ Medical Director: \_\_\_\_\_

**Exhibit "C"**  
**HIPPA AGREEMENT**

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1. EMR and the MEDICAL DIRECTOR shall carry out their obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplifications, Sections 261, et seq., as amended (HIPPA), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of the Billing Service provided hereunder. In conformity therewith, EMR and the MEDICAL DIRECTOR agree that they will:
  - a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
  - c. Report to CF&R any use or disclosure of PHI not provided for by this Agreement of which EMR and/or the MEDICAL DIRECTOR becomes aware;
  - d. Incorporate any amendments to PHI when notified to do so by CF&R;
  - e. Provide an accounting of all uses or disclosures of PHI made by the MEDICAL DIRECTOR or EMR as required under the HIPAA privacy rule within thirty (30) days; and
  - f. At the expiration or termination of this Agreement, return or destroy all PHI received from, or created or received by EMR or the MEDICAL DIRECTOR on behalf of the CF&R, and if return is not feasible, the protections of this Agreement will extend to such PHI and these obligations shall survive the expiration or termination of this Agreement.
  
2. The specific uses and disclosures of PHI that may be made by the MEDICAL DIRECTOR on behalf of the CF&R include:
  - a. Quality Assurance oversight;
  - b. Research;
  - c. As needed for processing complaints; and
  - d. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.
  
3. Notwithstanding any other provision of the Agreement, this Agreement may be terminated by the CF&R, in its sole discretion, if the CF&R determines that the MEDICAL DIRECTOR or EMR has violated a term or provision of this Agreement pertaining to CF&R's obligations under the HIPAA privacy rule, or if the MEDICAL Director or EMR engage in conduct which would, if committed by CF&R, result in a violation of the HIPAA privacy rule by CF&R.

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(Initials) EMR: \_\_\_\_\_ CF&R: \_\_\_\_\_ Medical Director: \_\_\_\_\_