MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT ("the Agreement") is entered into by and between CITY OF COLUMBIA hereinafter referred to as "City" and THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation, on behalf of University of Missouri Columbia School of Medicine Department of Emergency Medicine, hereinafter referred to as "University" and is effective as of the date of the last signature on this Agreement ("Effective Date").

BACKGROUND

WHEREAS, City has need for a physician to provide medical director services as set forth herein;

WHEREAS, University desires to provide the services upon the terms and conditions stated below;

ACCORDINGLY, the parties hereby enter this Agreement for the purpose of defining the parties' respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - University's General Obligations

1.1 University's Employees and Agents.

1.1.1 As used in the Agreement, the terms "University," "University's Representative," and/or "University's Representatives" shall (a) mean University and all of University's employees, shareholders, partners, subcontractors, and agents of University providing services under the Agreement and (b) have the same meaning regardless of whether they are used individually or collectively in the Agreement.

1.1.2 It is agreed that the continued service by University under the Agreement is a material obligation of University.

1.2 Services. University shall provide a properly licensed and trained physician to provide the services listed below for approximately 1.25 hours per month:

1.2.1 Medical Direction: MU School of Medicine shall provide the services of a duly licensed physician ("Medical Director") board certified or board eligible in emergency medicine (or equivalent experience as set forth in applicable Missouri Laws and regulations) who will be responsible for medical oversight in:

- development and authorization of clinical dispatch, and patient care protocols
- advisory and approval role in the clinical credentialing of providers and shall have the authority to restrict, suspend or terminate the patient care activities of a provider
- advisory and approval role in training and education standards
- advisory and approval role in Clinical Performance Standards and Quality Improvement Program.

- advisory and approval role in clinical Performance Improvement initiatives
- advisory and approval role in EMS system design, staffing, and special operations
- advisory and approval role in dispatch, triage, disaster care and mutual aid agreements
- advisory and approval role in medical error investigation and review

1.2.2: The Medical Director, in cooperation with the Chief of the City of Columbia Fire Department, or the Chief's designee, ("Fire Chief"), shall develop, implement and annually review the following:

1. Prolonged response or scene times;
2. Incomplete run documentation;
3. Compliance with adult and pediatric triage and treatment protocols (or sample thereof);
4. Skills performance (or sample thereof); and
5. Any other activities that the administrator or Medical Director deem necessary.

1.2.3: The Medical Director and Fire Chief shall communicate in writing to the affected employee the results of any adverse findings or evaluations made pursuant to the requirements herein. Any adverse consequences with regard to the employee's scope of practice or mandatory remedial education or training shall be set forth in this written communication and may be subject to review in accordance with Section 19-238 of the Columbia Code of Ordinances.

1.2.4: In the event the Medical Director is absent or for any reason unable to perform his/her duties under this agreement, the Medical Director will arrange for and provide coverage of services through another physician from the Department of Emergency Medicine who is equally qualified to provide such services.

1.2.5: The Medical Director shall be allowed to respond to calls for service within the City's service area.

1.3 Reimbursement. In further consideration of the medical directorship services provided under this Agreement, and for the promises set forth in Section 1.2, above, the receipt and sufficiency of which are hereby acknowledged, City agrees to pay University **two hundred and twenty-eight dollars ($228.00)** per hour for medical director services during the **initial term** of this Agreement. The Medical Director shall maintain complete and accurate records of time spent providing services to City under this Agreement and shall submit monthly time logs (Exhibit 1) to City within ten (10) days following the end of each third month (quarterly) billing period.

1.3.1 City shall notify the Medical Director of any dispute or concerns regarding the time log within five (5) days of receipt from the Medical Director. The Medical Director shall have ten (10) days to correct or justify the time log and resend to City. The parties shall each act in good faith and use all reasonable efforts to resolve any concern with the time logs, and City shall not withhold approval unreasonably. Within five (5) days of receipt of acceptable time logs, City

shall forward the time logs to the University for invoicing.

1.3.2 Upon receipt of the time logs from City, University will create and mail the invoices on a quarterly basis for services to City. City will be responsible for paying the appropriate amount to University within thirty (30) days after receipt of such invoice. Total payment for services described herein and all other expenses and costs to City under this Agreement **shall not exceed $5,000.00 per year.**

1.3.3 Fair Market Value. The remuneration set forth herein reflects the fair market value of the services to be rendered and is not based in whole or in part on the volume or value of any referrals or other business generated between these parties.

1.4 Time Records. University shall submit complete and accurate time records, in a form similar to the time record set forth in Exhibit 1, documenting all time spent in providing services pursuant to the Agreement. Such time records shall be submitted monthly.

1.5 Right to Bind or Use Names. Neither party shall have the right or authority to enter into any contract in the name of the other party or otherwise bind the other party in any way without express written consent. Neither party shall use the other party's name, trademark, any variation thereof, or any logo of the other party in any promotional or advertising material without express written consent.

1.6 Compliance. University shall perform all duties under the Agreement in strict compliance with applicable federal, state and local laws, rules and regulations, including, without limitation, all laws relating to Services in the state of Missouri, the prevailing community standard of care in the community served by City, and, to the extent applicable, bylaws, policies, procedures, rules and regulations of City. This includes establishing and maintaining an environment free from disruption, intimidation, coercion and harassment (including, without limitation, sexual harassment). University shall notify City promptly of any incidents in which the rights of City employees, visitors or staff, may have been violated.

1.7 Record Availability. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the United States Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives, University shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing Services under the Agreement. Such inspection shall be available for up to four (4) years after the rendering of such Services

Section 2 – City's General Obligations

2.1 Payment. City shall pay University for the items referenced in this Agreement, including the obligations specified Section 1.2. The parties shall also perform an annual reconciliation to compare payments made pursuant to this Agreement to the Services rendered. If any discrepancies are identified in such audits or reconciliations, an appropriate payment or offset against future payments shall be made between the parties to address the discrepancy.

2.2 Facilities. City shall provide facilities and equipment needed for Medical Director to carry out the obligations specified in Section 1.2, provided that the City agrees that requested equipment is necessary for performance of those obligations. Medical Director shall determine minimum necessary equipment and work with administration to meet state/local requirements for level of service provided.

Section 3 - Term and Termination

3.1 Term Start and Automatic Renewal. The Agreement shall be effective for a one year term as of the Effective Date. Unless sooner terminated, the Agreement shall automatically renew for four additional one year terms, subject to termination as set forth below. At least sixty (60) days prior to the renewal of any term, University shall notify City of the rate per hour for medical director services to be invoiced during the renewal term.

3.2 Termination without Cause. Either party may terminate the Agreement, without cause, by providing not less than ninety (90) days' prior written notice to the other party stating the intended date of termination.

3.3 Removal. University will immediately notify City upon the occurrence of any of the following, and immediately remove from Service under the Agreement any University's Representative who (a) is indicted or convicted of a crime other than a minor traffic violation, (b) has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction, (c) becomes unable to perform the duties required by the Agreement either with or without reasonable accommodation, (d) fails to maintain or be covered by professional or general liability insurance or self-funded coverage required by the Agreement, (e) has his or her license(s), registrations, and/or privileges required to perform the Services contemplated by the Agreement either suspended, revoked or otherwise limited, (f) fails to comply with any of the terms and conditions of the Agreement after being given notice of that failure and a reasonable opportunity to comply, (g) is suspended, excluded, or debarred from participation in any Federal government payer program, or (h) engages in any conduct that in the reasonable opinion of City would have a material negative impact on the reputation of City or pose a safety risk to City' patients or employees. In addition to removing any such individual, University shall obtain, at its reasonable cost and expense, a substitute for the removed individual or otherwise demonstrate its capabilities for continued coverage and Service required by the Agreement. A failure of performance by University under this section shall be deemed a material breach of the Agreement. If such a breach is precipitated by an occurrence listed in Items a through e, g, or h above, City may immediately terminate the Agreement. Otherwise, any such breach shall be subject to the section that governs termination for cause below.

3.4 Termination for Cause with Cure Period. Subject to the remaining terms of this section, either party may terminate the Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of the Agreement. The party electing to terminate the Agreement shall provide the breaching party with not less than fifteen (15) days' advance written notice specifying the nature of the breach. The breaching party shall then have fifteen (15) days from the

date of the notice in which to remedy the breach and conform its conduct to the Agreement. If such corrective action is not taken within the time specified, the Agreement shall terminate at the end of the fifteen (15) day notice period without further notice or demand.

3.5 Effect of Termination. Upon any termination of the Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises or agreements that expressly extend beyond the termination, including, but not limited to, those set out in the sections that pertain to payment for services, Insurance and Indemnification and Confidentiality.

Section 4 - Insurance and Indemnification

4.1 Insurance Coverage. Each Party shall keep and maintain professional and general liability insurance coverage, or equivalent self-funding, for itself and its representatives performing obligations under this Agreement. At a minimum, such insurance or self-funding shall provide coverage in the amount of One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) in the aggregate. If such insurance is maintained on a claims-made basis, such insurance or self-funding shall continue throughout the term of the Agreement; and upon the termination of the Agreement, or the expiration or cancellation of the insurance, a Party shall purchase, or arrange for either (i) an extended reporting endorsement ("Tail Coverage") for the maximum period that may be purchased from its insurer (ii) "Prior Acts" coverage from the new insurer with a retroactive date on or prior to the date of this Agreement or (Iii) maintain continuous coverage with the same carrier for the period of five (5) years. All such insurance or self-funding shall be kept and maintained without cost or expense to the other Party.

4.2 Indemnification in General. To the extent permitted by Missouri law and without waiving sovereign immunity, each party shall protect, indemnify and hold the other party harmless from and defend against any and all claims, demands, actions, settlements, costs, damages, judgments, liability and expense of any kind, based upon or arising from injuries or damages to persons or property in connection with the negligence or recklessness of that party in complying with its obligations under this Agreement.

4.3 No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

Section 5 - Miscellaneous Provisions

5.1 Notice. Any notice required or desired to be given in respect to the Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section 5.1. The respective addresses are:

If to City:

Chief, Columbia Fire Department
201 Orr Street
Columbia, MO 65201

And

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Purchasing Agent

If to University:

University of Missouri Health Care
ATTN: Executive Director of Payer Strategy & Health System Contracting
One Hospital Drive, DC406.00
Columbia, MO 65212

5.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity. In the event any provision of the Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations of each party, and the economic impact of the Agreement to each party remain reasonably unaffected.

5.4 Assignment. No assignment of the Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

5.5 Independent Contractor. University is performing Services and duties under the Agreement as an independent contractor and not as an employee, agent, partner of, or a joint venture with City. University shall be responsible for determining the manner in which Services are provided and ensuring that Services are rendered in a manner consistent with the goals and objectives referenced in the Agreement.

5.6 Regulatory Requirements. The parties expressly agree that nothing contained in the Agreement shall require either Party to refer any patients to, or order any goods or services from the other. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b). University represents and warrants that, in connection with the Services to be performed pursuant to the Agreement, each employee, independent contractor, or other entity or person performing Services pursuant to the Agreement shall be compensated in a manner that complies with the Federal Anti-Kickback Statute, an exception to the Stark laws, and an appropriate exception to any state statutes similar to either or both of the foregoing federal statutes, as applicable.

5.7 Exclusion and Debarment. Each party represents and warrants that neither it nor any of its owner, officers, directors, managers, or employees providing services under this Agreement are excluded from participation in any federal health care programs, as defined under 42 U.S.C. 1320a-7b(f), or any form of state Medicaid program. Each party further represents and warrants that neither it nor any of its owners, officers, directors, managers, or employees providing services under this Agreement have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency.

5.8 Non-Discrimination. Neither party hereto will discriminate against any person on the basis of race, sex, sexual orientation, religion, color, national origin, ethnic origin, age, disability, or military service in its performance under the Agreement. The parties expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations including, without limitation, Titles VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination In Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and to the extent applicable, the Occupational Safety and Health Act of 1970, all as may be from time to time modified or amended.

5.9 Third Party Beneficiaries. The Agreement is entered into for the sole benefit of City and University. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to the Agreement, including, without limitation, any University's Representative.

5.10 Confidentiality. The parties recognize and acknowledges that, by virtue of entering into the Agreement and the activities contemplated hereunder, each party may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property. Each party agrees that it will not at any time, either during or subsequent to the term of the Agreement, except as required by law, disclose confidential or proprietary information to others or use, copy or permit to be copied, without express prior written consent, except pursuant to duties hereunder, such confidential or proprietary information.

5.10.1 The provisions of this section shall survive expiration or other termination of the Agreement, regardless of the cause of such termination.

5.11 Obligations Subject to Appropriation. The obligations of the parties that require expenditure of funds are conditional upon the availability of funds appropriated for that purpose.

5.12 Governing Law and Venue. The Agreement shall be governed by the laws of the state of Missouri without giving effect to the conflict of laws principles. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

5.13 Headings. The article and other headings contained in the Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

5.14 Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

5.15 Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	**Description**
1	Official Time Record
2	Business Associate Agreement

5.16 Electronic Agreement and Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

BPS

BY: _____
De'Carlon Seewood, City Manager

ATTEST: DATE: _____

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/MC

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 1100-2310-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

_____
Director of Finance

CURATORS OF THE UNIVERSITY OF MISSOURI

BY: T. Vince Cooper
Vince Cooper (Feb 20, 2025 13:20 CST)
T. Vince Cooper, Executive Director - Payer Strategy & Health System Contracting

DATE: 20-Feb-2025

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____

Approved as to Legal Form
NPM
Feb 12 2025

Exhibit 1 - OFFICIAL TIME RECORD

Document Purpose: This time record shall be used to account for time spent providing Services.

Instructions: In the boxes shown below, for each instance of time spent fulfilling duties, show the date and time of day, function(s) performed and time incurred. Time should be documented in 1/4 hour (.25) increments. For example, an hour and a half would be shown as 1.5 hours.

This record covers one month of Services. Upon completion of a month, please send this record to the individual provided by the City. Please maintain a copy for your records.

Medical Director Information

Name:_____ Month:_____

Time Record: {Show Date, Time, Function Performed, and Time Incurred)

Date	Time of Day	Function Performed	Total Time Spent On Function (.25 hour
		Grand Total	

(Make Multiple Copies if Additional Records Required) Attestation:

I, the above noted physician, attest that the hours shown above were actually worked by me. Also, the hours shown are for Services consistent with those required to be performed by me pursuant to the Agreement.

Total Service Related Hours Performed: _____

Medical Director's Signature _____

Exhibit 2
Business Associate Agreement

This Business Associate Agreement (the "BAA"), is made as of the date this BAA is executed by both parties (the "Effective Date"), by and between **The Curators of the University of Missouri** on behalf of **University of Missouri Columbia School of Medicine Department of Emergency Medicine** ("Business Associate") and **City of Columbia** ("Covered Entity") (collectively the "Parties") in order to comply with the Federal Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and related regulations promulgated by the Secretary (the "HITECH").

Recitals

WHEREAS, Business Associate has been engaged to perform medical direction services for or on behalf of Covered Entity; and

WHEREAS, in connection with these services, Business Associate uses or discloses individually identifiable health information, including Protected Health Information ("PHI"), as part of performing said services, or otherwise performs a function that is subject to protection under HIPAA and the HITECH Act; and

WHEREAS, HIPAA requires that Covered Entity receive adequate assurances that Business Associate will appropriately safeguard PHI that has been used or disclosed in the course of providing services to or on behalf of Covered Entity; and

WHEREAS, the parties have entered into a Services Agreement ("Agreement") related to the functions or services it will perform on behalf of Covered Entity or which sets forth the purchase and/or maintenance of equipment in which the exchange of PHI is necessary or likely to occur; and

WHEREAS, the purpose of this BAA is to comply with the requirements of HIPAA.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

a) Definitions.

As may be amended from time to time, the following HIPAA and HITECH Act definitions shall apply to this BAA. Any terms not specifically described in this BAA or the Agreement shall have the meanings ascribed to such in HIPAA and HITECH Act.

1. **ARRA**. "ARRA" refers to the American Recovery and Reinvestment Act of 2009.

2. **Breach.** "Breach" shall have the same meaning as the term "breach" in HIPAA, 45C.F.R. 164.402, and shall *generally* mean the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information.

3. **Breach Rule**: "Breach Rule" shall mean the Notification in the Case of Breach of Unsecured PHI Standards at 45 C.F.R. § 164, subpart D.

4. **Business Associate**: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement as it creates, receives, maintains or transmits PHI for a function, activity or service regulated by HIPAA, and which includes a Subcontractor that creates, receives, maintains or transmits PHI on behalf of a Business Associate. In reference to the party to this agreement, "Business Associate" shall mean The Curators of the University of Missouri.

5. **Covered Entity**: Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

6. **Designated Record Set:** "Designated Record Set" ("DRS") shall have the same meaning as the term "Designated Record Set" at 45 CFR 164.501 and shall generally mean a group of records maintained by or for a covered entity that is (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for a covered entity to make decisions about Individuals.

7. **Electronic Health Record**. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

8. **Electronic Protected Health Information**. "Electronic Protected Health Information" ("EPHI") shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

9. **HIPAA Rules**. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

10. **Individual**: "Individual" shall mean the person who is subject of the protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

11. **Privacy Rule**: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §160 and §164, subparts A and E.

12. **Protected Health Information or "PHI"**: "PHI" Shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; provision of health care to an individual; or past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including, but not limited to 45 CFR §160.103..

13. **Required By Law**. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 160.103.

14. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

15. **Security Incident**. "Security Incident" shall have the same meaning as the term "security incident" at 45 CFR §164.304 and shall generally mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

16. **Security Rule**. "Security Rule" shall mean the Security Standards at 45 Part 160 and Part 164.

17. **Services Agreement.** "Services Agreement" (or "Agreement") shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BAA.

18. **Subcontractor**. "Subcontractor" shall have the same meaning as the term "subcontractor" at 45 CFR 164.103 and shall generally mean a person to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Business Associate.

19. **Unsecured Protected Health Information**. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h) (1).

b) <u>Obligations of Covered Entity:</u>

(i) Upon request, provide Business Associate with a copy of its Notice of Privacy Practices produced by Covered Entity in accordance with 45 C.F.R. §164.520. Covered Entity will notify Business Associate of any changes to such Notice, and notify Business Associate of any limitation(s) in the Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(ii) Provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures.

(iii) Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

c) Obligations and Activities of Business Associate

Business Associate agrees to comply with applicable federal and state confidentiality and security laws, including the provisions of HIPAA and the HITECH Act applicable to Business Associates, including but not limited to:

(i) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(ii) Business Associate agrees to limit its use, disclosure and requests for PHI to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request.

(iii) Business Associate agrees to comply with all applicable federal and state laws, including the Privacy Rule and Security Rule, and to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement. In particular, Business Associate shall comply with 45 C.F.R. §§164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements).

(iv) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate involving a use or disclosure of PHI in violation of the requirements of this BAA (including, without limitation, any Security Incident or Breach of Unsecured PHI). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BAA and/or any Security Incident or Breach.

(v) Business Associate may not use or disclose PHI for marketing purposes without the prior written consent of the Covered Entity. Marketing includes any communication which would encourage the recipient to use or purchase a product or service. Business Associate shall not sell PHI without the prior written consent of the Covered Entity.

(vi) In accordance with 45 CFR 164.502(e) (1) (ii) and 164.308(b) (2), Business Associate shall require that any Subcontractors that create, receive, maintain, or

transmit PHI on behalf of Business Associate enter into a written Business Associate Agreement with the Business Associate which has the same or substantially similar restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate shall disclose to such Subcontractors only the minimum PHI necessary to perform or fulfill a specific function or service under the underlying Agreement and as permitted by this BAA.

(vii) If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a breach of the Subcontractor's obligations under the agreement referenced in Section (vi) above, Business Associate shall take reasonable steps to require the Subcontractor to cure the breach or terminate the agreement with the Subcontractor.

(viii) Business Associate agrees to notify Covered Entity within five (5) business days of any request by, or on behalf of, an individual to access Protected Health Information, and provide access, at the request of Covered Entity and in a reasonable time and manner designated by Covered Entity, to Protected Health Information to an Individual in order to meet the requirements of 45 CFR §164.524.

(ix) Business Associate agrees to notify Covered Entity within five (5) business days of any request by an individual to amend Protected Health Information. Business Associate further agrees to make any amendment to Protected Health Information that the Covered Entity directs in a reasonable time and manner designated by Covered Entity.

(x) Upon reasonable prior written notice and during normal business hours, Business Associate agrees to make its facilities, internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, at the request of the Covered Entity, available to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and its accompanying regulations.

(xi) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xii) Business Associate agrees to notify Covered Entity within five (5) buisiness days of a request by an individual for an accounting of disclosures of Protected Health Information. Business Associate further agrees to provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information regarding disclosures of Protected Health Information by Business Associate and/or its subcontractors, if applicable, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

d) <u>Permitted Uses and Disclosures by Business Associate</u>

(i) Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purpose of providing services under the Agreement, if such use or disclosure of Protected Health Information would not violate applicable Federal and/or State laws and regulations, if done by Covered Entity.

(ii) Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law.

(iii) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

(iv) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under applicable Federal and/or State laws and regulations, if done by Covered Entity.

(v) To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations, including but not limited to electronic copies of PHI where such is maintained in an electronic Designated Record Set. If an Individual makes a request

for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within five (5) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(vi) To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request within five business (5) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(vii) As may be applicable, Business Associate is permitted to use and disclose PHI for data aggregation purposes for or on behalf of Covered Entity, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under HIPAA and the underlying Agreement.

e) <u>Obligations Upon Discovery of Actual or Suspected Breach of PHI</u>

(i) Business Associate agrees to notify Covered Entity upon discovery of any actual or suspected use or disclosure of the Protected Health Information not provided for by the Agreement. With the exception of law enforcement delays pursuant to 45 CFR § 164.412, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) calendar days after discovery of a suspected or actual Breach of Unsecured PHI.

(ii) Notice to the Covered Entity must include the following information, to the extent possible:

- The name of each individual whose PHI has been or is believed to have been improperly used, disclosed, accessed or acquired;
- Identify the individual(s) and/or entities to whom the PHI was improperly disclosed, and/or describe the manner in which the PHI was improperly used;
- A description of the types of PHI that were involved;
- The details of the suspected or actual Breach, including but not limited to the date of the suspected or actual Breach, the date of

discovery of the suspected or actual Breach, and how it occurred and was discovered;

- All steps and measures being taken by Business Associate to mitigate harm resulting from such suspected or actual Breach; and
- All actions taken or proposed by Business Associate to prevent future similar Breaches.

(iii) Covered Entity shall be responsible for determining whether there is a low probability that the PHI has been compromised, and for determining the need for and directing the implementation of any notifications of the Breach.

(iv) Business Associate shall, at Covered Entity's reasonable direction, cooperate with or perform any additional investigation or assessment related to the suspected or actual Breach.

f. <u>Term and Termination</u>

(i) The Term of this Business Associate Agreement shall be effective as of the effective date of the Agreement(s), and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(ii) A breach by Business Associate of any provision of this Business Associate Agreement as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity.

(iii) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Business Associate Agreement, and does not terminate the Agreement pursuant to paragraph e (ii) above, then Covered Entity shall take reasonable steps to cure the breach or end such violation, as applicable. If Covered Entity's efforts to cure the Business Associate's breach or end such violation are unsuccessful, Covered Entity shall either (1) terminate the Agreement, if feasible or (2) if termination of the Agreement is not feasible, Covered Entity shall report the Business Associate's breach or violation to the Secretary.

(iv) Covered Entity may provide Business Associate with thirty (30) days written notice of the existence of said breach and afford Business Associate an opportunity to cure said breach to Covered Entity reasonable satisfaction within the stated time period. Failure to cure said breach within the stated time period is grounds

for immediate termination of this BAA and the underlying Agreement. If Business Associate breaches any provision in this BAA. Covered Entity may access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this BAA.

(v) Covered Entity may immediately terminate this Business Associate Agreement and Business Associate's access to PHI if Business Associate is named as a criminal defendant in a criminal proceeding arising from an alleged violation of HIPAA or other security or privacy laws, or a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or judicial proceeding in which the Business Associate is a party.

g. Effect of Termination.

(i) Except as provided in paragraph (ii) of this section, upon termination of the 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 also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

(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 not feasible and extend the protections of this Business Associate 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 not feasible, for so long as Business Associate maintains such Protected Health Information.

(iii) Upon termination of the Agreement, Business Associate shall certify to Covered Entity that it has destroyed all PHI received from Covered Entity in accordance with this provision or, if Business Associate determines that such destruction is not feasible, Business Associate shall provide to Covered Entity a complete written description of all PHI that Business Associate has determined that it is not feasible to destroy.

h. Miscellaneous

(i) Regulatory References. A reference in this Business Associate Agreement to any Federal or State law, rule or regulation means that law, rule or regulation currently in effect or as amended, and for which compliance is required.

(ii) Amendment. The Parties agree to take such action as is necessary to

amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(iii) Survival. The respective rights and obligations of Business Associate under Section e of this Business Associate Agreement shall survive the termination of the Agreement.

(iv) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the all applicable state and federal laws and regulations.

(v) Miscellaneous: The terms of this BAA are incorporated by reference in the Agreement. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall prevail. The terms of the Agreement which are not modified by this BAA shall remain in full force and effect in accordance with the terms thereof. This BAA shall be governed by, and construed in accordance with, the laws of the State of Missouri, exclusive of conflict of law rules. Each party to this BAA hereby agrees and consents that any legal action or proceeding with respect to this BAA shall only be brought in the state courts in Boone County, Missouri. The Agreement together with this BAA constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BAA supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BAA may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BAA shall be deemed original signatures to this BAA. No amendments or modifications to the BAA shall be effected unless executed by both parties in writing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

BPS

BY: _____
De'Carlon Seewood, City Manager

DATE: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 1100 2310- 504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

_____
Director of Finance

CURATORS OF THE UNIVERSITY OF MISSOURI

BY: T. Vince Cooper
Vince Cooper (Feb 20, 2025 13:20 CST)

T. Vince Cooper, Executive Director - Payer Strategy & Health System Contracting

DATE: 20-Feb-2025

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____

Approved as to Legal Form
SMS
Feb 12 2025