

**REQUEST FOR PROPOSALS**

**EMERGENCY MEDICAL SERVICES  
MEDICAL DIRECTOR**

**RFP NO: 26-1012**



**catawba county**

**MAKING. LIVING. BETTER.**

**Date of Issue: April 16, 2026**

**Proposals Due: May 14, 2026**

**Time: 3:00 PM ET**

**Issued for:**

**Catawba County Emergency Services  
100 Government Drive  
Newton, North Carolina 28658**

**Issued by:**

**Catawba County Purchasing Manager  
25 Government Drive  
Newton, North Carolina 28658  
(828) 465-8224**

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## **SECTION 1 – INTRODUCTION**

### **1.1 INTRODUCTION**

Catawba County (hereinafter “County”) is soliciting Request for Proposals (hereinafter “RFP’s”) from qualified physicians (hereinafter “Proposer”) interested in serving as the Emergency Medical Services (hereinafter “EMS”) Medical Director. The Medical Director will provide medical consultation and direction in support of EMS as its Medical Director and Medical Education Advisor. They will provide clinical oversight, medical direction, and leadership necessary to ensure delivery of high-quality prehospital care throughout the County’s EMS system.

The selected provider will be responsible for establishing and maintaining medical protocols, overseeing quality assurance and improvement programs, supporting training and continuing education, and ensuring compliance with all applicable federal, state, and local regulations. The Medical Director will work collaboratively with County leadership, EMS staff, and system partners to promote patient safety, operational excellence, and continuous system improvement.

This role is critical to maintaining an effective and responsive EMS system capable of meeting the needs of the community. The County seeks a highly qualified physician with demonstrated experience in EMS medical direction, strong leadership capabilities, and a commitment to advancing prehospital care.

### **1.2 BACKGROUND**

Catawba County Emergency Medical Services provides a full array of pre-hospital medical care including advanced life support, basic life support, specialty care transports, non-emergency transports, and supports a number of specialty teams. Our mission is to assure each citizen and visitor receives prompt emergency response and the highest quality of pre-hospital care available.

Catawba County EMS is dedicated to providing the highest quality of pre-hospital care to our citizens and visitors to our county. Catawba County EMS has been recognized for our services with several awards, including our most recent American Heart Association’s Mission: Lifeline® EMS Gold Award.

A division of Catawba County Emergency Services, Catawba County EMS works closely with local rescue squads, fire departments, hospitals, and other agencies within the county. Our ambulances are staffed with Paramedics, Advanced EMTs, and EMTs. In Calendar Year 2025, Catawba County EMS responded to over 35,000 calls.

## **SECTION 2 – PROPOSAL INFORMATION**

### **2.1 GENERAL INFORMATION**

This RFP is intended to provide Proposers with a common, uniform set of instructions to assist in the development of their proposals and to provide a uniform method for the County to fairly evaluate proposals and subsequently select a proposal that provides the best solution for the County. Proposers are encouraged to initiate preparation of proposals immediately upon receipt of the RFP in order for all relevant questions and information needs to be identified and answered, and to allow adequate time to prepare a comprehensive and complete response.

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

**2.2 RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. County will make every effort to adhere to this schedule.

<b>Event</b>	<b>Responsibility</b>	<b>Date and Time</b>
Issue RFP	County	April 16, 2026
Submit Written Questions	Proposer	May 4, 2026
Provide Responses to Questions	County	May 6, 2026
Submit Proposals	Proposer	May 14, 2026
Contract Award	County	TBA
Contract Effective Date	County	July 1, 2026

**2.3 PROPOSAL QUESTIONS**

Upon review of the RFP documents, Proposer may have questions to clarify or interpret specifications in order to submit the best proposal possible. To accommodate the Proposal Questions process, Proposer shall submit any such questions by the above due date. Written questions shall be emailed to [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov) by the date and time specified above. Proposer should enter “RFP #: 26-1012 – Questions” as the subject for the email. Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the County website, <https://www.catawbacountync.gov/county-services/purchasing/proposal-notices/> and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Proposer shall rely only on written material contained in an Addendum to this RFP.

**2.4 PROPOSAL SUBMITTAL**

Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table below, no later than **3:00 PM on May 14, 2026**. Each envelope should be clearly labeled with: RFP 26-1012 – EMS Medical Director.

<b>Mailing address for delivery of proposal via US Postal Service</b>	<b>Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)</b>
RFP No: 26-1012 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	RFP No: 26-1012 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before the submission deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Proposer. It is the sole responsibility

of the Proposer to have proposals physically in this Office by the specified time and date above. Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP will **not** be accepted.

Proposals must be submitted with **one (1) original, and one (1) electronic copy on flash drive.** Each Proposer must thoroughly examine the RFP to ensure that the Proposer can meet all requirements of this RFP. When responding to this RFP, please follow all instructions carefully. Failure to follow these instructions in your proposal may be considered a non-responsive submission and may result in immediate elimination from further consideration.

Critical updated information may be included in Addenda to this RFP. It is important that all Proposers responding to this RFP periodically check the County website for any Addenda that may be issued prior to the proposal due date or complete Attachment B – Intent to Propose and submit back to County at [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov) to be notified when Addenda are issued. All Proposers shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Offers submitted pursuant to this RFP are valid for ninety (90) days after Proposal due date. Proposals received will remain confidential until a contract is awarded. No public bid opening will be held for this solicitation.

## **2.5 REJECTION OF PROPOSALS**

Catawba County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal. Failure to comply with any of the terms and conditions of this RFP may result in rejection of a proposal.

## **2.6 PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by Proposer in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NCGS § 66-152(3). However, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. **DO NOT** mark every page as confidential. **Each individual page that is a trade secret or proprietary information must be labeled “Confidential” in the top right corner.** However, under no circumstances shall price information be designated as confidential.

## **2.7 PROPOSAL CONTENTS**

Proposers must carefully read the information requested in this “Proposal Contents” section and submit a complete proposal responding to each request for information. In order to evaluate responses efficiently and equitably, responses must be tabbed as identified below. Failure to submit information requested may render your proposal non-responsive.

### **Tab 1: Executive Summary**

- Provide an executive summary of the proposal. The summary should highlight aspects of the proposal which make it superior or unique in addressing the needs and specifications of Catawba County.

**Tab 2: Introduction: Clinical Practice Information**

- Legal name and structure of the Clinical Practice.
- Business name (if different than legal name), address and service area, include telephone, email address, and website address, if applicable. Include any former company name(s) and year(s) established, if applicable.

**Tab 3: Experience and Operations Summary**

- **Understanding:** Clearly state your understanding of the services requested in this RFP and your ability to meet the specifications, including capabilities, features, and limitations, as described herein.
- **Experience:** Describe the Proposer's overall experience in areas directly related to the services requested in this RFP.
- **Relevant Experience: Description:** Provide any prior EMS Medical Director roles, if any. Experience with:
  - Out-of-Hospital Emergency Care
  - 911 EMS systems
  - Specialty teams (e.g. tactical EMS, etc.)
  - Quality Improvement programs
  - EMS education and methodology
  - Resuscitation of adult and pediatric
- Provide a detailed summary of any regulatory sanctions, license agency sanctions, litigation, claim(s), contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services that the Proposer provides in the regular course of business. If none, please state that.

**Tab 4: Medical Director Credentials:**

- Current unrestricted license to practice medicine in North Carolina
- Board certification (Emergency Medicine preferred)
- Current certifications (e.g. ACLS, PALS, BLS, if any)
- Curriculum Vitae (CV)
- Relevant training and professional affiliations

**Tab 5: Cost Proposal**

- Annual or monthly fee structure

**Tab 6: Attachments**

- Attachment A – Reference Disclosure Form
- Attachment B – Intent to Propose
- Attachment C – Business Associate Addendum

## **SECTION 3 – MINIMUM QUALIFICATIONS**

### **3.1 MINIMUM QUALIFICATIONS**

Proposer must satisfy, at a minimum, the following qualifications:

- Hold current license to practice medicine in North Carolina.
- Have endorsement indicating a working relationship with the local physician community (i.e. hospital staff, local medical society, or emergency physicians group).
- Hold board certification or be board prepared in Emergency Medicine.
- Maintain BC/BP as referenced above, approved by the American Board of Medical Specialties.
- Maintain an active clinical practice.
- Have education or experience in out-of-hospital emergency care.
- Have participated, or possess equivalent experience, in the resuscitation of adult and pediatric patients that suffer acute illness or traumatic injury.
- Possess knowledge of federal, state, and local laws and regulations regarding EMS.
- Maintain appropriate medical liability coverage.
- Maintain involvement in local, regional, state, or national EMS organizations.
- Maintain current certification in a standardized adult trauma resuscitation course, a standardized adult cardiac resuscitation course, and a standardized pediatric acute resuscitation course.
- Attend quarterly EMS System Performance Improvement Committee meetings. Serve as chair of that committee.
- Complete the North Carolina College of Emergency Physicians Medical Director's Course within the first year of appointment and in subsequent years attend one or more of the three North Carolina EMS Medical Directors meetings scheduled by the North Carolina Office of EMS.
- Possess familiarity with the design and operation of the EMS Systems.
- Have experience in EMS education and methodology.
- Maintain an active presence and level of participation in an EMS practice setting with credentialed EMS personnel. This includes either 8 hours per year of ride time or an equivalent of 4 scene responses per year.
- Maintain significant activity with state and regional initiatives, such as attending state/regional EMS conferences, participation in the NCEP EMS committee, or equivalent.

## **SECTION 4 – SCOPE OF SERVICES**

### **4.1 SCOPE OF SERVICES**

The Scope of Services for this contract are as follows:

1. General:

- a. Is responsible for all medical oversight and clinical issues within the Catawba County EMS System.

b. Responsible to, but not governed by, other agencies or persons involved with Catawba County Department of Emergency Services (e.g. Director of Emergency Services, EMS Manager, Catawba County Peer Review Committee.)

2. Education:

a. Assist the Training Division by providing expertise in developing and implementing educational programs involving medical personnel in the Catawba County EMS System. These include but are not limited to the following:

- i. Ongoing continuing medical education (CME) which included in-system recertification.
- ii. Develop and implement new programs.

b. Provide guidance and medical oversight for the three teaching institutions that are part of the Catawba County Emergency Medical Services System. These are Catawba County Emergency Medical Services, Catawba Valley Community College Continuing Education Department, and the City of Hickory Fire Department.

3. Evaluation:

Ensure that a Quality Management Program is in place and adequately evaluates the system and its personnel.

4. Personnel:

a. The system Medical Director has the authority to suspend any system personnel from functioning within the system utilizing information provided to him by the EMS Training Division. The Medical Director will make recommendations to reinstate or take permanent action to revoke credentials to the EMS Manager.

b. All system personnel practicing in Catawba County must be approved by the Director before being permitted to provide emergency medical services to the public.

c. System personnel currently permitted to practice shall be permitted to continue practice until cause for change presents.

5. Community Liaison

a. Serve as a liaison with medical community and respond to questions from physicians about the Catawba County Emergency Medical Services System.

b. Make appearances, as reasonably necessary, to educate those using the Emergency Medical Services System about its function.

6. Protocols

a. Approve medical protocols, procedures and policies, to be used by system personnel. Review all protocols, procedures and policies on an annual basis.

b. Hold regular meetings with key administrative and operational staff of Catawba County Department of Emergency Services to provide a forum for communications and to discuss problems.

c. Chair the Catawba County Peer Review Committee which will be held at least quarterly.

## **SECTION 5 – PROPOSAL EVALUATION AND AWARD**

### **5.1 PROPOSAL EVALUATION CRITERIA**

The County shall evaluate all Proposer responses to confirm they meet the specifications and requirements of the RFP. The evaluation of proposals will be based on:

- Completeness and quality of proposal;
- Proposer's ability to provide a solution that conforms to the specifications included in the RFP;
- Proposed methodology for providing medical oversight and clinical leadership;
- Experience and qualifications of the Proposer;
- Cost competitiveness; and
- Past performance and demonstrated success with similar solutions for other public entities.

Upon completion of the evaluation process, the County will make award(s) based on the proposal(s) that best meet the criteria as set out in this RFP. Award of a Contract to one Proposer does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the County. Proposers must be registered with the North Carolina Secretary of State, in good standing, and authorized to do business in the State of North Carolina.

If necessary, after the evaluation process, the County reserves the right to shortlist Proposer(s) and request that the Proposer(s) conduct a presentation and be interviewed by the selection committee.

Proposers are cautioned that this is a request for proposals, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

### **5.2 METHOD OF AWARD**

Proposals will be evaluated by a selection committee based on the criteria outlined in Section 5.1 Proposal Evaluation. The County will award to the Proposer deemed most advantageous, taking into consideration qualifications, experience, and overall value—not solely cost. In addition, the County may negotiate with any Proposer in order to obtain a final contract that best meets the needs of County. However, negotiations will not alter the original intent of the scope of services.

## **SECTION 6 – REQUIREMENTS**

### **6.1 PROPOSER RESPONSIBILITY**

Proposer shall meet all qualifications set forth in Section 3 – Minimum Qualifications and provide the services set forth in Section 4 – Scope of Services included in this RFP. Proposer will devote such time as is reasonably necessary to provide services pursuant to this RFP, but not less than ten (10) hours per calendar month.

### **6.2 COMPLIANCE WITH LAWS**

All Proposers are expected to comply with HIPAA and all other federal, state and local laws and regulations and will execute a Business Associate Agreement, attached to this RFP as Attachment C.

### **6.3 CONTROLLING LAW**

Any contract resulting from this RFP will be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding is Catawba County.

### **6.4 INDEPENDENT CONTRACTOR**

The Proposer chosen for contract award will be an independent contractor and not an employee of County. Proposer is not entitled to participate in any benefits extended by County to its own employees, including specifically worker's compensation benefits. County is interested only in the results to be achieved, but the conduct and control of the work lie solely with Proposer.

### **6.5 TERM OF CONTRACT**

The initial term of this Agreement shall be for twelve (12) months, commencing on July 1, 2026, and continuing through June 30, 2027. County shall have the right to renew this Agreement for four (4) additional terms of one (1) year each, upon all the same terms and conditions.

### **6.6 TERMINATION**

Either party may terminate the Agreement, for cause, in the event of the other party's material breach of any term or condition. The offending party shall be provided written notification of the alleged default condition and be allowed ten (10) days to correct same. Failure to so correct will cause this Agreement to automatically terminate on the thirtieth (30th) day following the initial written notice to the defaulting party. In the event this Agreement is terminated, payment for work performed shall be made on a pro-rata basis balancing the amount due with the efforts for any loss, damage or injury suffered as a result of any breach of this Agreement.

Either party may terminate this Agreement at any time upon ninety (90) days written notice.

### **6.7 NON-APPROPRIATION CLAUSE**

Payment to Proposer for services is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriated revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are actually available. If such adjustment is impractical or would defeat the intent or purpose of this Agreement, same may be terminated accordingly without penalty.

### **6.8 INSURANCE COVERAGE**

Catawba County will maintain general professional liability insurance, with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, for any claims arising out of the negligent acts or omissions of Proposer in providing Services during the term of this Agreement.

### **6.9 E-VERIFY**

Proposer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Proposer uses a subcontractor, Proposer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

ATTACHMENTS BEGIN ON NEXT PAGE

**SECTION 7 – ATTACHMENTS**

**ATTACHMENT A  
REFERENCE DISCLOSURE FORM**

Proposer shall provide information regarding experience in work similar to this scope of work by listing FIVE (5) RECENT CLIENTS, ONLY ONE OF WHICH MAY BE A CATAWBA COUNTY GOVERNMENT LISTING. References should be clients of a similar scale as the services requested in this RFP.

1. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PROJECT SCOPE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

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2. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PROJECT SCOPE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

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3. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PROJECT SCOPE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PROJECT SCOPE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

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5. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
PROJECT SCOPE: \_\_\_\_\_  
SERVICE DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

**ATTACHMENT B  
INTENT TO PROPOSE  
RFP NO: 26-1012**

**This form should be e-mailed to [TinaWright@catawbacountync.gov](mailto:TinaWright@catawbacountync.gov) to ensure you receive all addenda issued for this RFP.**

I, \_\_\_\_\_ a representative of \_\_\_\_\_

\_\_\_\_\_ confirm that we intend to submit

a bid for **RFP No: 26-1012 – EMS Medical Director:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT C**  
**BUSINESS ASSOCIATE ADDENDUM**

**ADDENDUM**, made this \_\_\_ day of \_\_\_\_\_, 2026, to a contractual arrangement between these parties dated the \_\_\_ day of \_\_\_\_\_, 2026, (hereinafter “Arrangement Agreement”).

**WHEREAS**, Catawba County Emergency Medical Service is a health care component of Catawba County, which is itself a Covered Entity, as that term is defined in HIPAA; and

**WHEREAS**, \_\_\_\_\_ is, or may be, a Business Associate; and will hereinafter be referred to as “Business Associate”; and

**WHEREAS**, The Business Associate performs certain services on behalf of or for the Covered Entity to the Arrangement Agreement that require the exchange of information about patients that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations published at 45 C.F.R. parts 160 and 164 (collectively “HIPAA”) and the “Red Flag Rules” as found at 16 C.F.R. §681.1 and applicable to creditors subject to the administrative enforcement of the FCRA by the Federal Trade Commission pursuant to 15 U.S.C. §1681.1s(a)(1).

**NOW, THEREFORE**, the parties to the Arrangement Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the Arrangement Agreement into compliance with HIPAA and HITECH.

**I.**  
**DEFINITIONS**

Except as otherwise defined herein, terms used in this Addendum shall have the same meaning as those terms where they are defined in HIPAA and HITECH.

**II.**  
**OBLIGATIONS OF BUSINESS ASSOCIATE**

1. *Security Obligations.* Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate’s obligations include but are not limited to the following:
  - a. Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on behalf of the covered entity as required by HIPAA;
  - b. Ensuring that any agent, including a subcontractor, to whom the Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect the data; and
  - c. Reporting to the Covered Entity any security incident of which it becomes aware.
2. *Privacy Obligations.* To comply with the privacy obligations imposed by HIPAA, Business Associate agrees to:
  - a. Not use or further disclose information other than as permitted or required by the Arrangement Agreement, this Addendum, or as required by law;

- b. Abide by any Individual's request to restrict the disclosure of Protected Health Information consistent with the requirements of Section 13405(a) of the HITECH Act;
  - c. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the Arrangement Agreement and this Addendum;
  - d. Report to the Covered Entity any use or disclosure of the information not provided for by the Arrangement Agreement of which the Business Associate becomes aware;
  - e. Ensure that any agents, including a subcontractor, to whom the Business Associate provides Protected Health Information received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information;
  - f. Make available to the Covered Entity within ten (10) days Protected Health Information to comply with an Individual's right of access to their Protected Health Information in compliance with 45 C.F.R. § 164.524 and Section 13405(f) of the HITECH Act;
  - g. Make available to the Covered Entity within fifteen (15) days Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
  - h. Make available to the Covered Entity within fifteen (15) days the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act;
  - i. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of determining the Covered Entity's compliance with HIPAA;
  - j. To the extent practicable, mitigate any harmful effects that are known to the Business Associate of a use or disclosure of Protected Health Information or a Breach of Unsecured Protected Health Information in violation of this Addendum;
  - k. Use and disclose an Individual's Protected Health Information only if such use or disclosure is in compliance with each and every applicable requirement of 45 C.F.R. § 164.504(e);
  - l. Refrain from exchanging any Protected Health Information with any entity of which the Business Associate knows of a pattern of activity or practice that constitutes a breach as defined by North Carolina State Law, HIPAA, or HITECH or violation of HIPAA or this Addendum;
  - m. To comply with Section 13405(b) of the HITECH Act when using, disclosing, or requesting Protected Health Information in relation to this Addendum by limiting disclosures as required by HIPAA;
  - n. Refrain from receiving any remuneration in exchange for any Individual's Protected Health Information unless (1) that exchange is pursuant to a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, or (2) satisfies one of the exceptions enumerated in Section 13405(e)(2) of the HITECH Act or HIPAA regulations; and
  - o. Refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act.
3. *Permissive Uses.* The Business Associate may use or disclose Protected Health Information that is disclosed to it by the Covered Entity under the following circumstances:
- a. Business Associate may use the information for its own management and administration and to carry out the legal responsibilities of the Business Associate.

- b. Business Associate may disclose the information for its own management and administration and to carry the legal responsibilities of the Business Associate if (1) the disclosure is required by law, or (2) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. *Breach Notification.* In the event that the Business Associate discovers a Breach of Unsecured Protected Health Information, the Business Associate agrees to take the following measures within 30 calendar days after the Business Associate first becomes aware of the incident:
  - a. To notify the Covered Entity of any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. part E. Such notice by the Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this provision, Business Associate must notify the Covered Entity of any such incident within the above timeframe even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA. For purposes of this Addendum, the Business Associate is deemed to have become aware of the Breach as of the first day on which such Breach is known or reasonably should have been known to such entity or associate of the Business Associate, including any person, other than the individual committing the Breach, that is an employee, officer or other agent of the Business Associate or an associate of the Business Associate;
  - b. To include the names of the Individuals whose Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach;
  - c. To provide a draft letter to the Covered Entity to utilize to notify the Individuals that their Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach. The draft letter must include, to the extent possible:
    - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or other types of information that were involved);
    - iii. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
    - iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
    - v. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, website, or postal address.

**III.**  
**REQUIRED COMPLIANCE WITH RED FLAG RULES**

In the event that Business Associate is engaged to perform an activity in connection with any “covered account” as defined in 16 C.F.R. §681.1 (as applicable to Covered Entity as a “creditor” and therefore to Business Associate as a “service provider” providing any service to Covered Entity), Business Associate agrees to: (i) fully adopt and comply with the Red Flag Rules currently in effect and as may be promulgated in the future; (ii) adopt a Red Flag program that is compliant with federal regulations as promulgated in 16 C.F.R. §681.1; and (iii) take all necessary and appropriate steps to ensure that its activities undertaken as a part of this Agreement are conducted in accordance with the Red Flag Rules and its Red Flag program, including, without limitation, ensuring the adoption of and continued compliance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, detecting any Red Flag that may arise during the term of this Agreement, reporting any such Red Flag to Covered Entity, and taking any such further steps as may be necessary to prevent or mitigate identity theft.

#### **IV. TERMINATION**

1. This Addendum will terminate automatically, without further action by either party, upon termination of the Arrangement Agreement to which it is attached.
2. Upon Covered Entity gaining knowledge of a breach as defined by North Carolina State Law, HIPAA, or HITECH by Business Associate or any of its subcontractors or agents, of the Arrangement Agreement or this Addendum, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Addendum and attached Arrangement Agreement; or
  - b. Immediately terminate this Addendum and the attached Arrangement Agreement if either has been breached by Business Associate, and a cure is not possible.
  - c. In situations where it is not practicable to terminate this Agreement, Covered Entity shall report Business Associate’s breach as defined by North Carolina State Law, HIPAA, or HITECH to the Secretary of DHHS, and thereafter continue under the existing arrangement with Business Associate until a reasonable alternative becomes available, or until directed by the Secretary to terminate the arrangement.
3. At termination of the attached Arrangement Agreement and this Addendum, or upon request of Covered Entity, whichever occurs first, Business Associate shall:
  - a. If feasible, return or destroy all PHI that Business Associate still maintains in any form, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall only destroy PHI with the written approval of Covered Entity. After return or destruction, Business Associate shall retain no copies of such information.
  - b. If return or destruction is not feasible, Business Associate will provide Covered Entity with documentation explaining the reason it is not feasible. If the PHI is not returned or destroyed, Business Associate will extend the protection of this Addendum to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
4. The obligations of Business Associate under this Addendum shall survive the expiration, termination or cancellation of the attached Arrangement Agreement and this Addendum, and

shall continue to bind Business Associate, its agents, employees, contractors, successors and assigns, as set forth herein.

5. Indemnification for Breach Notification. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information by the Business Associate or any subcontractor in a manner not permitted under 45 C.F.R. part E.

## V. MISCELLANEOUS

1. All Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Addendum.
2. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of HIPAA or HITECH, as amended, HIPAA or HITECH shall control. Where provisions of this Addendum are not included as mandated provisions in HIPAA or HITECH, but are nonetheless permitted by HIPAA or HITECH, the provisions of this Addendum shall control.
3. Except as expressly stated herein or in HIPAA or HITECH, the parties to this Addendum do not intend to create any rights in any third parties.
4. This Addendum may be amended or modified only in a writing signed by the parties. No party may assign its rights or obligations under this Addendum without the prior written consent of the other party. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties, contracting with each other solely for the purpose of effecting the provisions of this Addendum and any other agreements between the parties concerning their business relationship.
5. This Addendum will be governed by the laws of the State of North Carolina, venue Catawba County.
6. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasion shall be deemed a waiver of performance of any continuing obligation, or prohibit enforcement of any obligation, on any other occasion.
7. In the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI that are more restrictive than the provisions of this Addendum, the provisions of the more restrictive documentation will control.
8. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Addendum shall remain in full force and effect.

9. Headings in this Addendum are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Business Associate Addendum on the day and year above first written.

CATAWBA COUNTY EMERGENCY MEDICAL SERVICES

\_\_\_\_\_  
Brook Redding, Emergency Services Director

COMPANY NAME

\_\_\_\_\_  
Name, Title