

**AGREEMENT
CONSULTANT SERVICES**

Closure Group, Inc.

THIS AGREEMENT, effective the 1st day of January, 2006, by and between the Lee County Trauma Services District ("LCTSD"), a special-purpose unit of local government created by the Florida Legislature, 2776 Cleveland Avenue; Fort Myers, Florida 33901, and Closure Group, Inc. 14101 River Road, Fort Myers, Florida 33905- ("Consultant"). The parties agree as follows:

1. **Recitals.** LCTSD wishes to engage the services of Consultant to advise LCTSD regarding matters related to the Trauma Center at Lee Memorial Hospital. Consultant possesses the knowledge and experience to provide advice, to organize community support, and to promote legislative support for the Trauma Center. Consultant is regularly engaged in the provision of similar legislative consultative services to the general public.

2. **Consultant's Services.**
 - a. The Consultant shall, through its principal, Keith Arnold, provide LCTSD with advice and representation related to generating and enhancing community and legislative support for the continuation of trauma services to serve the people of Lee County. Mr. Arnold will report his findings and recommendations to James R. Nathan, President, or such other person or persons to whom Mr. Nathan may direct Consultant to provide reports.

 - b. Consultant's services shall include, but not be limited to the following:
 - (1) evaluating community and legislative support for the Trauma Center;
 - (2) reviewing documents, reports and research materials related to trauma services provided by the LCTSD and in Florida in general;
 - (3) making recommendations regarding organizational needs, including community and legislative support, related to Trauma Center;
 - (4) contacting members of the public as well as local and statewide officials in support of the enactment of legislation leading to support for trauma services; and
 - (5) advising regarding appropriate actions to be taken regarding the support of the Trauma Center.

 - c. LCTSD contemplates that the services to be provided under this Agreement shall be personally provided by Consultant's principal, Keith Arnold, and should Mr. Arnold not be ready, willing and able to perform said services, LCTSD shall have the right to terminate this Agreement immediately.

 - d. Mr. Arnold shall attend meetings of the LCTSD staff and management and participate in the work of LCTSD committees as requested by Mr. Nathan or his designee; as well as attend such other conferences and meetings as may be directed by Mr. Nathan or his designee.

 - e. Consultant shall maintain the confidentiality of all health information that comes into its possession, in accordance with the requirements of Florida and federal law. Consultant has


executed the attached Health Information Confidentiality and Security Agreement, which is incorporated herein.

- f. Consultant and its officers, agents and employees shall maintain the confidentiality of all other information of a proprietary nature regarding the business practices of the LCTSD that comes into his possession, as may be reasonably recognized by a prudent professional to constitute secret and proprietary information, or as may be specifically identified by LCTSD as secret and proprietary in nature, in accordance with the manner in which Consultant maintains the confidentiality of his own proprietary information.
 - g. Consultant shall comply with the provisions of the attached "Access to Records" page, for purposes of which Consultant shall be deemed "Contractor." The same is incorporated herein.
3. **LCTSD Responsibilities.** LCTSD will grant Consultant and its officers, agents and employees access to its premises, personnel and records so as to permit Consultant to perform the services provided for herein. LCTSD will cooperate with Consultant to carry out the intent of this Agreement.
4. **Independent Contractor.** Consultant is an independent contractor, and neither it nor any of its officers, agents or employees shall be construed as an agent or employee of LCTSD. Consultant shall have no authority to bind LCTSD or to incur any obligation on behalf of LCTSD.
5. **Consultant's Compensation.**
- a. LCTSD shall pay Consultant a fee of \$7,500.00 per month for such services. LCTSD shall remit payment of fees to Consultant within 15 days following the end of each month.
 - b. As Consultant is an independent contractor, it shall be responsible for paying all federal and state taxes imposed on its business income. Consultant shall hold LCTSD harmless against any payment, penalty or interest charge imposed by any federal or state taxing authority as a result of the payment of fees to Consultant.
 - c. Consultant may request reimbursement of reasonable expenses regarding extraordinary expenditures in support of its services to LCTSD hereunder, to be approved by LCTSD's Chief Executive Officer in accordance with the provisions of section 112.061, Florida Statutes and LCTSD policy and procedures governing such reimbursement.
6. **Term.**
- a. This Agreement shall commence on January 1, 2006 and shall continue until terminated by either party in accordance with this Agreement. Either party may at any time during the term hereof terminate this Agreement upon sixty (60) days' advance written notice to the other party.
 - b. The provisions of Paragraphs 2e and 2f shall survive the termination or expiration of this Agreement.

7. **Assignment.** This Agreement may not be assigned without the prior written consent of the non-assigning party.
8. **Lack of Conflicts.** Consultant warrants that neither it nor its principal, Keith Arnold, is under any obligation to any person or entity that would create any conflict of interest, or that in any way conflicts with its obligations to LCTSD under this Agreement.
8. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
9. **Jurisdiction and Venue.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. The venue for any action filed in relation to this Agreement shall be in Lee County, Florida.

IN WITNESS WHEREOF, we, the undersigned, the duly authorized representatives of the parties, have entered into this Agreement without reservation and have read and understand the terms above.

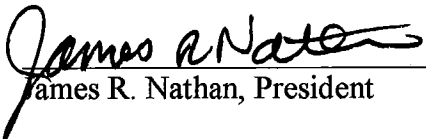
For: **Closure Group, Inc.**



Keith Arnold
President

Date: 1-31-06

For: **Lee County Trauma Services District**



James R. Nathan, President

Date: 1/26/06

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into and made this 31 day of January, 2006 ("Effective Date") by and between LEE COUNTY TRAUMA SERVICES DISTRICT ("Covered Entity") and CLOSURE GOUP, INC. ("Business Associate").

WHEREAS, Business Associate has agreed to provide service to Covered Entity that may require the use and disclosure of Protected Health Information; and

WHEREAS, Covered Entity and Business Associate acknowledge that each Party has certain obligations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and its implementing regulations.

NOW THEREFORE, to the extent that the Covered Entity is not permitted to disclose Protected Health Information to Business Associate without entering into this Agreement, Covered Entity and Business Associate agree as follows:

1.0 Definitions

- (a) *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualified as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (b) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (c) *Security Rule*. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 164, subpart C.
- (d) *Protected Health Information*. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (e) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501 and 45 C.F.R. 164.103.
- (f) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (g) *Destroy*. "Destroy" as used in conjunction with electronic PHI shall mean to make the PHI unreadable and unusable as defined by current industry standards for destruction.
- (h) *Security Incident*. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (i) Terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR § 164.103.

2.0 Obligations and Activities of Business Associate

2.1 General Obligations

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (c) Business Associate agrees to report to Covered Entity's Privacy Officer any use or disclosure of the PHI not provided for by this Agreement.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- (e) To the extent Business Associate has PHI in a Designated Record Set, and only to the extent required by HIPAA, Business Associate agrees to provide access, at the request of Covered Entity to PHI in the Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.
- (f) Business Associate agrees to make any amendments(s) to PHI in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, provided, however, that Covered Entity makes the determination that the amendment(s) are necessary because the PHI that is subject to the amendment(s) has been, or could reasonably be, relied upon by Business Associate or others to the detriment of the Individual who is the subject of the PHI to be amended.
- (g) Business Associate agrees to make internal practices, policies & procedures, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity or required by 45 CFR 164.308(b)(1), available to the Secretary, within normal business hours and in the manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Standards.
- (h) Business Associate agrees to document such disclosures of PHI in its possession 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 PHI in accordance with 45 C.F.R. § 164.528.
- (i) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

2.2 Security of Electronic Protected Health Information

In addition to its general obligations with respect to PHI, if the PHI is created, received, maintained or transmitted in electronic form, Business Associate will:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;
- (b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect electronic PHI; and
- (c) To the extent required by the Security Rule, beginning on April 21, 2005 or the enforcement date of the Security Rule, whichever is later, report to Covered Entity any security incident of which it becomes aware.

3.0 Permitted Uses and Disclosures of Protected Health Information by Business Associate

3.1 General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract titled Lee County Trauma Services District Agreement Consultant Services – Closure Group, Inc., provided that such use or disclosure complies with HIPAA.

3.2 Specific Use and Disclosure Provisions

- (a) Business Associate may use PHI for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (b) Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) "Proper and necessary management and administration of Business Associate," for purposes of this Agreement, includes the creation of de-identified information that may be used and disclosed by Business Associate as Business Associate deems appropriate, provided that the information is de-identified in accordance with the Privacy Rule.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- (e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, in a manner consistent with the Privacy Rule.

4.0 Obligations of Covered Entity

4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) At the request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices (the "notice") that Covered Entity produces in accordance with 45 C.F.R. § 164.520, and with any changes or amendments to such Notice. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5.0 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, unless the underlying contract titled Lee County Trauma Services District Agreement Consultant Services – Closure Group, Inc. permits data aggregation or management and administrative activities of the Business Associate.

6.0 Survival and Termination

- (a) **Survival.** The term of this Agreement shall commence on Effective Date. Business Associate's obligation under this Agreement shall survive the termination of this Agreement and shall end when all of the PHI 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 infeasible to return or destroy PHI, protections are extended to such information, in accordance with this Section 6.
- (b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall, at its discretion either:
- (1) Provide an opportunity for Business Associate to cure the breach or end the violation within twenty (20) business days; or
 - (2) Immediately terminate this Agreement and the underlying contract, if the Business Associate has breached a material term of either and cure is not possible; or
 - (3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- (c) **Effect of Termination.**
- (1) Except as provided in paragraph 6(c)(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (2) In the event that Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use

and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

7.0 Miscellaneous

- (a) **Regulatory Reference.** A reference in this Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. However, no change, amendment, or modification of this Agreement shall be valid unless it is set forth in writing and signed by both Parties
- (c) **Interpretation.** Any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.
- (d) **No Waiver.** The failure of either party to insist on the strict performance of any term or condition in this Agreement, or to exercise any option in this Agreement, shall not be construed as a waiver of such term, condition, or option in any other instance.
- (e) **Notice.** Any notice called for under this Agreement shall be effective if mailed by certified or registered mail, postage prepaid, or hand delivered with evidence thereof to the Parties at their following addresses:

To Business Associate:

Company Name: Closure Group, Inc.
Contact person: J. Keith Arnold
Address: 14101 River Road
Fort Myers, Florida 33905
Phone No.: _____

To Covered Entity:

Lee County Trauma Services District
Patient Information Privacy Officer
Health Information Management
2776 Cleveland Ave
Ft. Myers, FL 33901
239-334-5444

IN WITNESS WHEREOF, the Parties have executed this Agreement

Covered Entity: LEE COUNTY TRAUMA SERVICES DISTRICT


By: James R. Nathan
Name: James R. Nathan
Title: President / Chief Executive Officer
Date: 1/26/06

By: _____
Business Associate: CLOSURE GROUP, INC.
By: J. Keith Arnold
Name: J. Keith Arnold
Title: President
Date: 1-31-06

Closure Group, Inc.
14101 River Rd.
Ft. Myers, Fl. 33905

Lee County Trauma Services District and Closure Group, Inc. are parties to a certain agreement for Consulting Services dated January 1, 2006. Both parties mutually consent to the assignment of this agreement to the law firm of Buchanan Ingersoll & Rooney, provided however, that J. Keith Arnold shall continue to be the primary consultant responsible for the duties and obligations described in the agreement for Consulting Services dated January 1, 2006. This assignment is effective on the date that J. Keith Arnold joined Buchanan Ingersoll & Rooney, which is March 14, 2014.

For: Closure Group, Inc.

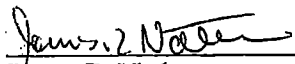


J. Keith Arnold
President

1-5-17

Date

For: Lee County Trauma Services District



James R. Nathan,
President

1/5/17

Date