

EXHIBIT "B"

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

SHERIFF OF BROWARD COUNTY

AND

CITY OF COCONUT CREEK

PROVIDING FOR

DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

This **BUSINESS ASSOCIATE ADDENDUM** references the following Agreement by and between Sheriff of Broward County (hereinafter referred to as "BSO") and the City of Coconut Creek, a municipal corporation of the State of Florida (hereinafter referred to as "Business Associate").

WHEREAS, the parties entered into an Agreement dated _____, 200__, providing for Business Associate to provide cooperative fire services to the City of Coconut Creek (hereinafter referred to as "Existing Contract"); and

WHEREAS, BSO and the Business Associate have previously entered into the Agreement referenced above which addresses the operation of certain activities related to the provision of fire services; and

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement; and

WHEREAS, BSO and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities; and

WHEREAS, in conjunction with the Existing Contract, this Business Associate Addendum is made and entered into by and between BSO and the Business Associate; NOW, THEREFORE,

The parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Definitions:

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR §164 (hereinafter referred to as the "HIPAA Privacy Rule").

Obligations and Activities of the Business Associate:

Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.

Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.

Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

Business Associate agrees to report to BSO any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from BSO or created or received on behalf of BSO by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

Business Associate agrees to provide access to BSO to all protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR §164.524.

Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by BSO pursuant to 45 CFR §164.526 in a timely manner.

Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from BSO or created or received on behalf of BSO available to BSO or to the Secretary of Health and Human Services or his designee within five (5) business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for BSO to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

Business Associate agrees to provide BSO, or an individual under procedures approved by BSO, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR §164.528.

Business Associate agrees that, to the extent feasible, upon expiration or termination of the Existing Contract for any reason, Business Associate shall return or destroy and retain no copies of all Protected Health Information received from, or created or received by Business Associate on behalf of BSO. If return or destruction of such information is not feasible, Business Associate shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the Agreement had not been terminated. This provision should be read in harmony with Section 10.4 of the Existing Contract, entitled "Records and audit," so that records are retained for whichever retention period is longer. This provision shall survive the expiration or earlier termination of the Existing Contract.

Permitted Uses and Disclosures:

Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, BSO as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by BSO or the minimum necessary policies and procedures of BSO that are communicated to the Business Associate in writing.

Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to BSO as permitted by 42 CFR §164.504(e)(2)(i)(B).

Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR §164.504(j)(1).

Obligations of BSO:

BSO shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.

BSO shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.

BSO shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which BSO has agreed in accordance with 45 CFR §164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.

BSO shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by BSO.

Term: The term of this Addendum shall be effective as of the date it is executed by each party, and shall terminate when all of the Protected Health Information provided by BSO or contractors for BSO or created or received by the Business Associate on behalf of BSO is destroyed.

Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for BSO to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

[Intentionally Left Blank]

WHEREAS, the parties have made and executed this Addendum on the respective date(s) under each signature:

BSO

SHERIFF OF BROWARD COUNTY

GREGORY TONY, Sheriff of Broward County

Date: _____

Approved as to form and legal sufficiency
Subject to execution by the parties:

Terrence O. Lynch, General Counsel

Date: _____

BUSINESS ASSOCIATE

ATTEST:

CITY OF COCONUT CREEK

By: _____
Leslie Wallace May, City Clerk

By: _____
Karen M. Brooks, City Manager

_____ day of _____, 2020

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney