

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), effective on the date on which both parties have signed, is entered into between Broward County, Florida (“County”) and Care Resource Community Health Centers Incorporated (“Care Resource”), a Federally Qualified Health Center (“FQHC”), located at 3510 Biscayne Blvd. Miami, FL 33137.

Whereas, County’s Broward Addiction Recovery Division (“BARD”) embraces evidence-based practices and offers a comprehensive range of services for Broward County residents over the age of 18 who are affected by substance use disorder and/or co-occurring disorders, including (i) treatment services, (ii) residential treatment services, (iii) intensive outpatient services, (iv) outpatient services, and (v) a detoxification program.

Whereas, Care Resource is a 501(c)(3) nonprofit FQHC that provides client-centered, comprehensive primary healthcare and support services, including, (i) comprehensive primary medical health care, (ii) comprehensive primary dental health care, (iii) an array of outpatient supportive services, and (iv) referrals to specialists as needed.

Whereas, the parties desire to specify a mutual commitment for establishing and maintaining a formal linkage to promote the timely and coordinated delivery of integrated, quality, cost-effective, primary medical and dental services, as well as other support services to eligible BARD clients for those services that are not available through BARD; as well as to promote timely and coordinated delivery of integrated, quality, cost-effective, mental health and/or substance use disorder services and other support services to eligible Care Resource clients for those services that are not available through Care Resource

Now Therefore, the parties agree as follows:

1. County agrees that BARD will:
 - a. assist its clients in scheduling medical, dental, or other appointments with Care Resource and will provide documentation to its clients upon appointment confirmation;
 - b. maintain communication with Care Resource to enable Care Resource to provide services under this MOU;
 - c. work with Care Resource to ensure that the agreed upon services are delivered efficiently and in a manner consistent with applicable licenses and permits under which either party to this MOU is authorized to provide these or similar services to clients; and
 - d. offer transportation to its clients to and from Care Resource’s facilities for appointments, dependent upon availability of BARD staff and vehicles.
2. Care Resource agrees that it will:
 - a. provide medical, dental and other support services to individuals referred by County, consistent with prevailing standards of care for the provision of those services being offered;
 - b. charge each client the applicable co-payment and bill the client’s insurance provider (e.g., Medicaid, Medicare, private insurance) for services rendered;

- c. provide medical, dental and other support services on a sliding fee schedule to be determined solely through Care Resource's intake and registration system and to be based on Federal poverty guidelines and the BARD client's ability to pay for services; and
 - d. work with BARD to ensure that the agreed upon services are delivered efficiently and in a manner consistent with the requirements of applicable licenses and permits under which the parties are authorized to provide these or similar services to clients.
3. The parties contacts are as follows:

For BARD:

(Authorized Representative) Jack Feinberg, Director
Phone: 954-357-4860
Fax: 954-357-4834
Email: JFeinberg@broward.org

Gerard John, Clinical Director
Phone: 954-357-7942
Email: GJohn@broward.org

For Care Resource:

(Authorized Representative) Hudes Desrameaux, Chief Development Officer
Phone: (305) 576-1234 ext. 230
Fax: (305) 571-2020
Email: hdesrameaux@careresource.org

(1-Medical) Douglas Steele, Director of Medical Services
Phone: (305) 576-1234 ext. 358
Email: dsteele@careresource.org

(2-Dental) Ausline Perry, Director of Dental Services
Phone: (305) 576-1234 ext. 152
Email: aperry@careresource.org
Dr. Curtis Barnes, Dental Director
Phone: (305) 576-1234 ext. 152
Email: cbarnes@careresource.org;

(3-Behavioral Health) Thomas Smith, Director of Behavioral Health Services
Phone: (305) 576-1234 ext. 102
Email: tsmith@careresource.org;

(4-Health Promotion) Ron Ledain, Director of Health Promotion & Linkage Services
Phone: (305) 576-1234 ext. 277
Email: rledain@careresource.org

(5-Case Management) Rafael Jimenez, Director of Social Services
Phone: (305) 576-1234 ext. 251
Email: rjimenez@careresource.org

4. **NO FINANCIAL COMPENSATION:** Both parties agree that there will be no financial compensation made to either party by the parties as a result of this MOU. Referrals made under this MOU are not conditioned on the volume or value of services rendered.
5. **NON-EXCLUSIVITY:** Nothing in this MOU shall prohibit either party from affiliating or contracting with any other provider for any other purpose whatsoever except that for purposes of maintaining the continuity of care for each client. Neither party is required to refer clients to a particular provider or supplier under this MOU and is free to refer clients to any provider or supplier. Clients are also free to choose any willing provider or supplier.
6. **INSURANCE AND LICENSES:** Both parties agree to maintain the appropriate and necessary licenses required by law to perform services under this MOU.

County is a self-insured political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and will be responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

Except to the extent sovereign immunity may be deemed waived by entering into this MOU, nothing in this MOU is intended to serve as a waiver of sovereign immunity by County nor will anything included in this MOU be construed as consent by County to be sued by a third party in any matter arising out of this MOU.

Care Resource is covered by the Federal Torts Claims Act and as such is limited in its ability to afford indemnity to third parties for damages resulting from any acts or omissions for covered services, such as medical malpractice claims or suits that fall under the scope of the Federal Tort Claims Act and may arise under this MOU.

7. **CLIENT CONFIDENTIALITY AND COMPLIANCE WITH HIPAA:** The parties understand that information concerning clients and their treatment, including clients' identities, is confidential and privileged pursuant to Florida Statutes, the Federal Health Information Portability and Accountability Act (HIPAA) and 42 CFR Part 2, Confidentiality of Substance Use Disorder Client Records. Accordingly, during the duration of this MOU and thereafter, the parties will not disclose any information regarding the client and their treatments, including their identity and diagnosis, except as it may be required to provide services or treatment in accordance with the terms of this MOU, or disclose, publish or disseminate any confidential information concerning the client to any third party without the express prior written consent of the individual client, except as may be required by state or federal law. The parties have further entered into a Business Associate Agreement attached hereto and made a part

hereof in accordance with the Health Insurance Portability Act (HIPAA) of 1996 as amended in 2003 and 2013, as well as compliance with 42 CFR Part 2. Any exchange of client information for the purposes of arranging and or coordination of services contemplated herein, (including facsimile transmissions) will be conducted in a confidential environment assuring the identity of the client is protected.

8. **AUTONOMY OF EACH PARTY:** Each party shall remain in exclusive control of its policies, management, assets and affairs. Neither party shall exercise any control or direction over the manner in which the other party provides services. Nothing in this MOU shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship. This MOU does not change the governance or corporate structure of either party. Each party shall be individually responsible for billing and collecting for services it has rendered.
9. **TERM:** The term of this MOU shall be three (3) years, commencing on the date on which both parties have signed. Thereafter, this MOU may be renewed annually for up to an additional two, one year option periods.
10. **TERMINATION:** This MOU may be terminated prior to expiration with or without cause by either party upon prior written notice to be delivered by certified mail, return receipt requested to the other party's authorized representatives listed on page 2. This MOU may also be terminated by the mutual written consent of the parties at any time.
11. **THIRD PARTIES:** This MOU is for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity whatsoever, including, without limitation, employees or clients of the parties, or their representatives. Without limiting the generality of the foregoing, this MOU shall not be construed as establishing any obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties or practices may exist separate and apart from this MOU with respect to any person not a party to this MOU.
12. **CONSTRUCTION OF AGREEMENT:** This MOU shall be construed and enforced according to the laws of the State of Florida.
13. **ENTIRE AGREEMENT:** This MOU contains the entire understanding between the parties and no alteration or modification hereof shall be effective except in a subsequent written instrument executed by both parties. Any waiver of any of the covenants, conditions or provisions of this MOU must be in writing and signed by both parties. One or more waivers of any covenant, condition or provisions of this MOU shall not be construed as a waiver of a subsequent breach of any other covenant, condition or provision. Failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of this MOU, or to require at any time performance of any provision hereof, will not be constructed as a waiver of any such term or provision.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officials.

Lamar P. Fisher, Mayor

Rick Siclari, Chief Executive Officer

Broward County, Florida
115 South Andrews Ave.
Ft. Lauderdale, FL 33311
Phone: 954-357-4860

Care Resource
3510 Biscayne Blvd.
Miami, FL 33137
Phone: 305-576-1234
Fax: 305-571-2020

Authorized Signature



Authorized Signature

Date:

1/24/2023

Date:

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: _____
Ronald J. Honick, III
Assistant County Attorney

By: _____
Karen S. Gordon
Senior Assistant County Attorney

**BUSINESS ASSOCIATE AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA AND BUSINESS ASSOCIATE CARE RESOURCE COMMUNITY
HEALTH CENTERS INCORPORATED**

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and Care Resource Community Health Centers Incorporated, with its principal office located at 3510 Biscayne Blvd. Miami, FL 33137 (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the Memorandum of Understanding between County’s Broward Addiction Recovery Division and Business Associate (the “Agreement”).

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and 42 C.F.R. Part 2 (if applicable).

C. HIPAA, ARRA, HITECH, and 42 C.F.R. Part 2 (if applicable) mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, HITECH, and 42 C.F.R. Part 2 (if applicable) and acknowledge their respective responsibilities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Definitions

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 C.F.R. Parts 160, 162, 164, 42 U.S.C. § 17921, and 42 C.F.R. Part 2 (if applicable).

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 C.F.R. Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “EPHI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health

and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate; and
- f. such other matters as justice may require.

Section 2: Effective Dates

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the “Effective Date”).

Section 3: Confidentiality

3.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

3.2 If this box is checked, this Agreement constitutes a Qualified Service Organization Agreement, and County and Business Associate are required to comply with 42 C.F.R. Part 2 with respect to patient identifying information concerning substance use disorder treatment. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 C.F.R. Part 2. This includes but is not limited to resisting any efforts in judicial proceedings to obtain access to PHI, pursuant to 42 C.F.R. Part 2.

Section 4: Obligations and Activities of Business Associate

Use and Disclosure of PHI

4.1 Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;

c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the “Prohibition on Sale of Electronic Health Records or Protected Health Information,” as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the “Conditions on Certain Contracts as Part of Health Care Operations,” as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.5 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 C.F.R. § 164.524.

4.6 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 C.F.R. § 164.526, and in the time and manner reasonably designated by County.

4.7 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.8 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.9 Business Associate shall timely document maintain such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

4.10 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding section to respond to an individual requesting an accounting for disclosures as provided under 45 C.F.R. § 164.528 or HIPAA Laws.

Notification of Breach

4.11 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business

Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

4.12 Business Associate shall submit a written report of a Breach to County within ten (10) business days after initial notification, which shall document the following:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach and the date of the discovery of the breach, if known;
- c. A description of the types of Unsecured PHI that are involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the Breach should take to protect himself or herself from potential harm resulting from the Breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

4.13 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised

the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

4.14 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.15 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

Mitigation of Breach

4.16 Business Associate shall mitigate to the extent possible, at its own expense, any harmful effect that is known to Business Associate of any access, use, or disclosure of Unsecured PHI in violation of the requirements of this BAA or applicable law.

4.17 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose Unsecured PHI in any manner not authorized by this BAA or applicable law.

4.18 Business Associate shall have established procedures to investigate a Breach, mitigate losses, and protect against any future breaches, and shall provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

4.19 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

4.20 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA Laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate or its agents or employees.

Available Books and Records

4.21 Business Associate shall make its internal practices and books, related to the Agreement or the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days after execution of the Agreement.

4.22 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, relating to the use and disclosure of PHI received from County or created or received on behalf of County, available to County or to the Secretary or its designee within five (5) business days after request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 5: Obligations of County

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

5.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

5.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 C.F.R. § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

5.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

Section 6: Term and Termination

6.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the later of (a) expiration or earlier termination of the Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

6.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County may:

- a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County; or

b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

6.3 Upon expiration or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

6.4 If returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. Business Associate's obligations under this section shall survive termination of this BAA.

Section 7: Miscellaneous

7.1 Amendment. County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.3 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA,
AND BUSINESS ASSOCIATE CARE RESOURCE COMMUNITY HEALTH CENTERS INCORPORATED**

WHEREAS, the Parties have made and executed this Business Associate Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by its MAYOR, authorized to execute same, and BUSINESS ASSOCIATE, signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Lamar P. Fisher, Mayor

_____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Ronald J. Honick III (Date)
Assistant County Attorney

By: _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

RJH/bh
BARD-CARE RESOURCE BAA
01/23/2023
#60064

BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND BUSINESS ASSOCIATE CARE RESOURCE COMMUNITY HEALTH CENTERS INCORPORATED

BUSINESS ASSOCIATE

CARE RESOURCE COMMUNITY HEALTH CENTERS INCORPORATED

By:  _____
Rick Siclari, Chief Executive Officer

24 day of January, 2023

WITNESS and/or CORPORATE SEAL:

Signature

Print/Type Name of Witness above



CORPORATE SEAL