



**BROWARD COUNTY PARTICIPATING ADDENDUM TO CONTRACT BETWEEN SOURCEWELL AND
US FOODS, INC.,
FOR FOOD PRODUCTS AND DISTRIBUTION WITH RELATED
SUPPLIES, TECHNOLOGY, AND SERVICES
Sourcewell Solicitation Number: RFP #040522**

This Participating Addendum ("Addendum") is between Broward County, a political subdivision of the State of Florida ("County"), and US Foods, Inc., a Delaware for-profit corporation, duly authorized to do business in Florida ("Vendor"), each a "Party" and collectively referred to as the "Parties."

RECITALS

A. Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities and other public entities located in the United States. Sourcewell issued a public solicitation for Food Products and Distribution with Related Supplies, Technology, and Services (Sourcewell Solicitation Number RFP #040522) from which Vendor was awarded a contract.

B. On June 9, 2022, Vendor entered into the contract with Sourcewell to provide the equipment, products, and services specified in the solicitation to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts ("Originating Contract"). The Originating Contract was amended through Amendment #1 to Contract # 040522-USF on May 21, 2024.

C. Under the Originating Contract, governmental entities may make purchases under the terms and conditions of the Originating Contract if approved by Vendor. Vendor has approved County to make purchases under the terms of the Originating Contract as supplemented by this Addendum.

D. Section 21.27 of the Broward County Procurement Code authorizes the Director of Purchasing to purchase goods or services under any procurement contract held by a governmental entity or nonprofit entity that was competitively procured.

E. County desires to purchase products from Vendor under the terms of the Originating Contract as supplemented by this Addendum.

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

1. INCORPORATION OF ORIGINATING CONTRACT; DEFINITIONS

1.1. Incorporation of Originating Contract. The Originating Contract is incorporated by reference and made a part of this Addendum. A copy of the Originating Contract is available online at: <https://www.sourcewell-mn.gov/cooperative-purchasing/040522-usf>.

1.2. County-Specific Terms; Order of Precedence. The Parties agree that the Originating Contract is amended to include County-specific terms and conditions included in this Addendum. If there is a conflict or inconsistency between any provision contained in the Originating Contract and any provision of this Addendum, the provisions of this Addendum will prevail as to transactions between County and Vendor made under this Addendum.

1.3. Definitions. All defined terms in the Originating Contract will have the meanings set forth therein when used in this Addendum except as otherwise stated herein. The following terms will have the meanings described below and apply to this Addendum:

- 1.3.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.3.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3.3. **Contract Administrator** means the Deputy County Administrator or the Director or Assistant Director of the Broward Addiction Recovery Division.
- 1.3.4. **County** means, for purposes of this Addendum and for all transactions between County and Vendor under the Originating Contract, Broward County. For clarity, any other reference under the Originating Contract that is intended in context to refer to the purchasing entity for these transactions will be deemed to refer to Broward County (or, as applicable, to the respective entity or agency within Broward County).
- 1.3.5. **Originating Contract** means the contract between Sourcewell and Vendor, dated June 9, 2022 (Contract # 040522-USF), including any amendments to same. Subsequent to this Addendum's effective date, the Contract Administrator must provide written approval to incorporate into this Addendum any amendments to the Originating Contract.
- 1.3.6. **Purchasing Director** means County's Director of Purchasing.
- 1.3.7. **Services** means all work required of Vendor under this Addendum, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in article 2 of this Addendum.
- 1.3.8. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Vendor, regardless of tier.

1.4. Rights and Obligations of Parties. Except as expressly modified by this Addendum, all rights and obligations between Sourcewell and Vendor stated in the Originating Contract will apply as between County and Vendor. Except as expressly modified by this Addendum, Vendor will provide County the scope of Services stated in the Originating Contract as being provided by Vendor to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (participating entities).

2. SCOPE OF SERVICES

2.1. Scope of Services. Vendor agrees to provide County such Services as County may, from time to time, order from Vendor based on the Services and pricing available under the Originating Contract. Such orders may be made by issuing a purchase order referencing this Addendum or any other purchasing document as County may determine appropriate. In all such events, the terms of this Addendum will be automatically incorporated in the applicable purchase order or other purchasing document.

2.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Vendor to manage and supervise the performance of this Addendum. Vendor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the scope of Services except as expressly set forth in this Addendum or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Addendum or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Addendum. The Contract Administrator may also approve in writing minor modifications to the scope of Services that do not increase the total cost to County or waive any rights of County.

3. TERM AND TERMINATION

3.1. Term. This Addendum begins on the date it is fully executed by the Parties ("Effective Date"). The term of this Addendum will continue for the duration of the Originating Contract (including extensions thereto) or until the fifth (5th) anniversary of the Effective Date, whichever is earlier, unless otherwise terminated or extended as provided in this Addendum ("Term"). If the Originating Contract is terminated in accordance with its terms before its natural expiration (currently June 3, 2026), this Addendum will continue unaffected for the remainder of the scheduled term upon written approval of the Contract Administrator and Vendor documenting the agreed-upon termination date.

3.1.1. Extension of Originating Contract. If the Originating Contract is extended in accordance with its terms, Vendor must provide written notice to County of such extension at least sixty (60) days prior to commencement of the extension or as soon as practicable.

3.1.2. Cancellation of Originating Contract. If the Originating Contract is cancelled in accordance with its terms, Vendor must provide written notice to County of such cancellation at least sixty (60) days prior to the cancellation's effective date or as soon as practicable.

3.2. Fiscal Year. The continuation of this Addendum beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.3. Termination for Cause. This Addendum may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of

written notice from the aggrieved Party identifying the breach. This Addendum may be terminated for cause by County for reasons including, but not limited to, Vendor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Addendum, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Addendum, if this Addendum was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Addendum, or the County representative (including any successor) who executed the Addendum on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Addendum for cause, such termination will be deemed a termination for convenience in accordance with the "Termination for Convenience" section effective thirty (30) days after such notice was provided and Vendor will be eligible for the compensation provided in the "Termination for Convenience" section as its sole remedy.

3.4. Termination for Convenience; Other Termination. This Addendum may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Vendor. Vendor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Addendum for convenience including in the form of County's obligation to provide advance written notice to Vendor of such termination in accordance with this section. This Addendum may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Addendum is terminated by County in accordance with this section, Vendor will be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Vendor for Services under this Addendum.

3.5. Notice of termination must be provided in accordance with the "Notices" section of this Addendum except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.

3.6. In addition to any termination rights stated in this Addendum, County is entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Vendor's failure to comply with any term(s) of this Addendum.

4. COMPENSATION

4.1. Pricing; Purchases. For all Services provided under this Addendum, the applicable pricing for orders by County must not exceed the then-current pricing in effect under the Originating Contract (whether fixed price or a discount, off-list price). Vendor may offer County additional

discounts, including volume pricing, periodic/seasonal discounts, and prompt payment discounts. At any time, County may request a quotation from Vendor for a proposed order, in response to which Vendor must provide a quotation for the applicable Services. If County elects to proceed with the purchase, County may issue a purchase order or other purchasing document referencing the quotation. Alternately, County may proceed with direct issuance of a purchase order or other purchasing document. Purchase orders or other purchasing documents must specify the type, amount, timing, and any applicable scope of Services or acceptance criteria for the Services purchased. Purchase orders or other purchasing documents will be approved or executed on behalf of County as follows:

4.1.1. The Contract Administrator, or such other individual designated in writing by the Contract Administrator, may approve and execute purchase orders and other purchasing documents for which the cumulative aggregate cost to County is less than \$100,000;

4.1.2. The Purchasing Director may approve and execute purchase orders and other purchasing documents for which the cumulative aggregate cost to County is within the Purchasing Director's delegated authority; and

4.1.3. Any purchase orders above the Purchasing Director's delegated authority must be approved by the Board.

4.2. Method of Billing; Payment. Vendor must invoice County in accordance with the Originating Contract. County must pay Vendor within thirty (30) days after receipt of Vendor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in the Originating Contract, this Addendum, or the Broward County Code of Ordinances; and (b) be submitted in a form agreed upon by the Parties. Payments will be sent to Vendor at the remittance address designated on the applicable invoice, unless otherwise requested by Vendor in writing and approved by the Contract Administrator in writing. Notwithstanding any provision of this Addendum to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Vendor's failure to comply with any provision of this Addendum. The amount withheld will not be subject to payment of any interest by County.

5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Vendor represents and warrants that this Addendum constitutes the legal, valid, binding, and enforceable obligation of Vendor, and that neither the execution nor performance of this Addendum constitutes a breach of any agreement that Vendor has with any third party or violates Applicable Law. Vendor further represents and warrants that execution of this Addendum is within Vendor's legal powers, and each individual executing this Addendum on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

5.2. Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Addendum will not violate that statute. Vendor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

5.3. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Vendor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” under Section 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

5.4. Verification of Employment Eligibility. Vendor represents that Vendor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Addendum will not violate that statute. If Vendor violates this section, County may immediately terminate this Addendum for cause and Vendor will be liable for all costs incurred by County due to the termination.

5.5. Warranty of Performance. Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Vendor represents and warrants that the Services will be performed in a skillful and respectful manner, and that the quality of all Services will equal or exceed prevailing industry standards for the provision of such Services.

5.6. Prohibited Telecommunications. Vendor represents and certifies that Vendor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

5.7. Criminal History Screening Practices. If this Addendum is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Vendor represents and certifies that Vendor will comply with Section 26-125(d) for the duration of the Term.

5.8. Entities of Foreign Concern. The provisions of this section apply only if this Addendum provides access to an individual’s personal identifying information. By execution of this Addendum, the undersigned authorized representative of Vendor hereby attests under penalty of perjury as follows: Vendor is not owned by the government of a foreign country of concern, is

not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Vendor; and the undersigned authorized representative of Vendor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Addendum will have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5.9. Domestic Partnership Requirement. Unless this Addendum is exempt from the provisions of the “Broward County Domestic Partnership Act,” Section 16½-157 of the Broward County Code of Ordinances (“Act”), Vendor certifies and represents that it will at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Addendum as though fully set forth in this section.

5.10. Breach of Representations. Vendor acknowledges that County is materially relying on the representations, warranties, and certifications of Vendor stated in this “Representations and Warranties” article, and County will be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Addendum without any further liability to Vendor; (c) set off from any amounts due Vendor the full amount of any damage incurred; and (d) debarment of Vendor.

6. INDEMNIFICATION

Vendor acknowledges that the following indemnification obligation applies in addition to the “Indemnity and Hold Harmless” article (Article 11) under the Originating Contract.

Vendor must indemnify, hold harmless, and defend County and all of County’s current, former, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Addendum, and caused or alleged to be caused, in whole or in part, by any breach of this Addendum by Vendor, or any intentional, reckless, or negligent act or omission of Vendor, its officers, employees, or agents, arising from, relating to, or in connection with this Addendum (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Vendor must, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this Addendum. If considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Addendum may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld will not be subject to payment of interest by County.

7. INSURANCE REQUIREMENTS

7.1. Throughout the Term, Vendor must, at its sole expense, maintain the minimum insurance coverages specified in the “Insurance” article (Article 18) of the Originating Contract in accordance with the terms and conditions of this “Insurance Requirements” article.

7.2. Vendor must ensure that “Broward County” is listed and endorsed as an additional insured on all policies required under the Originating Contract.

7.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Vendor must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Vendor must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County’s request.

7.4. Vendor must ensure that all required insurance coverages remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Vendor has been completed, as determined by Contract Administrator. Vendor or its insurer must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County’s Risk Management Division in writing.

7.6. If Vendor maintains broader coverage or higher limits than the insurance requirements specified in the Originating Contract, County will be entitled to all such broader coverages and higher limits. All required insurance coverages must provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which must be in excess of and must not contribute to the required insurance provided by Vendor.

7.7. Unless prohibited by the applicable policy, Vendor waives any right to subrogation that any of Vendor’s insurers may acquire against County, and must obtain same in an endorsement of Vendor’s insurance policies.

7.8. Vendor must require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Vendor under this article. Vendor must ensure that all such Subcontractors comply with these requirements and that “Broward County” is named as an additional insured under the Subcontractors’ applicable insurance policies. Vendor must not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

7.9. If any of the policies required under this article provide claims-made coverage: (a) any retroactive date must be prior to the Effective Date; (b) the required coverage must be maintained after termination or expiration of the Addendum for at least three (3) years after completion of the Services; and (c) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Vendor must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Addendum for at least three (3) years after completion of the Services.

8. 42 C.F.R. PART 2 AND HIPAA COMPLIANCE

8.1. “Part 2” means the federal privacy law and its implementing regulations (42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2) to which the Parties are bound that protect the confidentiality of individuals who seek treatment for substance use disorders. For purposes of this Addendum, the term also includes the provisions of Section 397.501, Florida Statutes.

8.2. County has access to protected health information (“PHI”) subject to the requirements of Part 2; 45 C.F.R. Parts 160, 162, and 164; and related regulations. Vendor is considered by County to be a covered entity or business associate and is required to comply with Part 2, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

8.3. Vendor must fully protect individually identifiable health information as required by Part 2, HIPAA, HITECH, and the Business Associate Agreement attached as **Exhibit A**.

8.4. Where required, Vendor must handle and secure such PHI in compliance with Part 2, HIPAA, HITECH, and related regulations and, if required by Part 2, HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Vendor’s and County’s uses of client’s PHI.

8.5. The requirement to comply with this provision, Part 2, HIPAA, and HITECH will survive the expiration or earlier termination of this Addendum.

8.6. Vendor must ensure that the requirements of this article are included in all agreements with Subcontractors.

9. MISCELLANEOUS

9.1. Public Records. Notwithstanding any other provision in this Addendum, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, will not constitute a breach of this Addendum. If Vendor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Vendor must:

9.1.1. Keep and maintain public records required by County to perform the Services;

9.1.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Addendum and after completion or termination of this Addendum if the records are not transferred to County; and

9.1.4. Upon expiration or termination of this Addendum, transfer to County, at no cost, all public records in possession of Vendor or keep and maintain public records required by County to perform the Services. If Vendor transfers the records to County, Vendor must destroy any duplicate public records that are exempt or confidential and exempt. If Vendor keeps and maintains the public records, Vendor must meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Vendor receives a request for public records regarding this Addendum or the Services, Vendor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Vendor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Vendor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Vendor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Vendor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Vendor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Vendor as Restricted Material, County will refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Vendor, or the claimed exemption is waived. Any failure by Vendor to strictly comply with the requirements of this section will constitute Vendor’s waiver of County’s obligation to treat the records as Restricted Material. Vendor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7942, GJOHN@BROWARD.ORG, 325 S.W. 28TH STREET, FORT LAUDERDALE, FLORIDA 33315.

9.2. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Vendor and all Subcontractors that are related to this Addendum. Vendor and all Subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Addendum and performance under this Addendum. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Vendor and all Subcontractors must make same available in written form at no cost to County. Vendor must provide County with reasonable access to Vendor's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Addendum.

Vendor and all Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Addendum for at least three (3) years after expiration or termination of this Addendum or until resolution of any audit findings, whichever is longer. This section will survive any dispute or litigation between the Parties, and Vendor expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Vendor hereby grants County the right to conduct such audit or review at Vendor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Vendor must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Vendor in excess of five percent (5%) of the total contract billings reviewed by County, Vendor must make adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Vendor.

Vendor must ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

9.3. Independent Contractor. Vendor is an independent contractor of County, and nothing in this Addendum constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Vendor nor its agents will act as officers, employees, or agents of County. Vendor does not have the right to bind County to any obligation not expressly undertaken by County under this Addendum.

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

9.5. Third-Party Beneficiaries. Neither Vendor nor County intends to primarily or directly benefit a third party by this Addendum. Therefore, the Parties acknowledge that there are no

third-party beneficiaries to this Addendum and that no third party will be entitled to assert a right or claim against either of them based upon this Addendum.

9.6. Ownership Disclosure Form. By January 1 of each year, Vendor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

9.7. Notices. Unless otherwise stated in this Addendum, for notice to a Party to be effective under this Addendum, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

NOTICE TO COUNTY:

Broward Addiction Recovery Center
Attn: Gerard John, Director
325 S.W. 28th Street
Fort Lauderdale, Florida 33315
Email: gjohn@broward.org

NOTICE TO VENDOR:

US Foods, Inc.
Attn: Greg Sandall, Vice President, National Sales
7598 N.W. 6th Avenue
Boca Raton, Florida 33487
Email: Greg.Sandall@usfoods.com

9.8. Anti-Human Trafficking. By execution of this Addendum by the undersigned authorized representative of Vendor, Vendor hereby attests under penalty of perjury that Vendor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Vendor declares that they have read the foregoing statement and that the facts stated in it are true.

9.9. Use of County Name or Logo. Vendor must not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

9.10. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Vendor certifies that it has and will maintain a drug-free workplace program throughout the Term.

9.11. Polystyrene Food Service Articles. Vendor must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

9.12. Severability. If any part of this Addendum is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Addendum and the balance of this Addendum will remain in full force and effect.

9.13. Joint Preparation. This Addendum has been jointly prepared by the Parties and will not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Addendum are for reference purposes only and do not affect in any way the meaning or interpretation of this Addendum. All personal pronouns used in this Addendum include any other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Addendum as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Addendum, such reference is to the section or article as a whole, including all subsections of the section or article, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.

9.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Addendum will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Addendum will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Addendum must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS ADDENDUM.**

9.16. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Addendum is effective unless contained in a written document executed with the same or similar formality as this Addendum and by duly authorized representatives of County and Vendor.

9.17. Prior Agreements. This Addendum represents the final and complete understanding of the Parties regarding the subject matter of this Addendum and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Addendum are contained herein.

9.18. Exhibits. The attached Exhibit A is incorporated into and made a part of this Addendum.

9.19. Multiple Originals and Counterparts. This Addendum may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Participating Addendum: Broward County, through its Board of County Commissioners, signing by and through its Director of Purchasing, authorized to execute same by Board action on the ____ day of _____, 2025, and Vendor, signing by and through its duly authorized representative.

COUNTY

Broward County, by and through its
Director of Purchasing

By: _____
Director of Purchasing

____ day of _____, 2025

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: _____
Angela M. Rodriguez (Date)
Assistant County Attorney

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

AMR/bh
US-Foods-BARC-Participating-Addendum
04/10/2025
#60064

**BROWARD COUNTY PARTICIPATING ADDENDUM TO CONTRACT BETWEEN SOURCEWELL AND
US FOODS INC.,
FOR FOOD PRODUCTS AND DISTRIBUTION WITH RELATED
SUPPLIES, TECHNOLOGY, AND SERVICES
Sourcewell Solicitation Number: RFP #040522**

VENDOR

US Foods, Inc.

By: _____
Authorized Representative

Print/Type Name and Title above

_____ day of _____, 2025



Exhibit A

BUSINESS ASSOCIATE AGREEMENT WITH BROWARD COUNTY, FLORIDA

This Business Associate Agreement ("BAA") is between US Foods, Inc. ("Business Associate"), and Broward County, Florida ("County") in connection with the Parties' Broward County Participating Addendum to Contract between Sourcewell and US Foods, Inc., for Food Products and Distribution with Related Supplies, Technology, and Services.

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.

C. HIPAA, ARRA, HITECH, and 42 C.F.R. Part 2 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 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.

1.2 "HIPAA Laws" means collectively HIPAA, ARRA, HITECH, 42 C.F.R. Part 2, and the related regulations and amendments.

1.3 "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.

1.4 “Master Agreement” means the written, executed agreement between County and the Business Associate, to which this document is an exhibit, that involves the use or disclosure of PHI.

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

Section 2: Effective Dates

This BAA shall become effective on the earliest of the following (“Effective Date”): (a) the effective date of the Master Agreement; (b) the date this BAA is executed by the Parties; or (c) the date Business Associate begins to receive PHI for purposes of this BAA.

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 BAA also 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 or client 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 BAA and in conformity with all applicable provisions of 42 C.F.R. Part 2. If necessary, Business Associate will resist any efforts in judicial proceedings to obtain access to PHI except as permitted by 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 Master Agreement or this BAA, 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 related to the operations of County; and
- e. De-identify any and all PHI created or received by Business Associate under the Master Agreement or this BAA, 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 or 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.

4.5 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

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days after County's request to comply with 45 C.F.R. § 164.524.

4.7 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.

4.8 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.

4.9 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.

4.10 Business Associate shall timely document such disclosures of PHI and maintain 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 disclosures 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 compliance with HIPAA Laws.

4.11 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

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure of any Unsecured PHI (collectively and individually, a "Breach") within twenty-four (24) hours after Business Associate discovering such Breach. "Unsecured PHI" refers 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 is 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.

4.13 Business Associate shall submit a written report of a Breach to County within ten (10) business days after initial notification, which report 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, if known, and the date of the discovery of the Breach;
- c. A description of the types of Unsecured PHI that were 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 and 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(s) impacted by the Breach should take to protect themselves 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.

4.14 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 by electronic mail.
- 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.

4.15 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 4.10 through 4.12 (as applicable) were made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

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

Mitigation of Breach

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

4.18 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.

4.19 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.

4.20 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 effects 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. The mitigation described in this section shall be in addition to, and not in lieu of, any other remedy County may have for the Breach, including, but not limited to, indemnification and any action for damages available to County under contract or at law or in equity.

4.21 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.

4.22 The requirement to comply with the Notification of Breach and Mitigation of Breach sections of this BAA shall survive the expiration or earlier termination of this BAA.

Available Books and Records

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

4.24 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 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 limitations 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 This BAA shall be effective upon the Effective Date, and shall terminate upon the later of (a) expiration or earlier termination of the Master Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Master Agreement or this BAA.

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 Master 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 Master Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Master Agreement or this BAA. No PHI related to the Master Agreement or this BAA 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 cooperate to take any action 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 Florida Electronic Health Records Exchange Act. If Business Associate is a healthcare provider, as that term is used in Section 408.051(2), Florida Statutes, Business Associate shall comply with the requirements of the Florida Electronic Health Records Exchange Act ("FEHREA"), Section 408.051, Florida Statutes. The requirement to comply with this provision and FEHREA shall survive the expiration or earlier termination of this BAA.

7.4 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.

7.5 Business Associate Contact Information.

Entity Name: US Foods, Inc., a Delaware for-profit corporation

Contact person: _____

Address: _____

Telephone: _____

E-mail: _____

[Remainder of Page Intentionally Left Blank]