

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between the **North Broward Hospital District d/b/a Broward Health (“Broward Health”)**, a special taxing district of the State of Florida (“Broward Health”), and **City of Lauderhill, Florida**, a political subdivision of the State of Florida (“Agency”), entered into effective as of the date of the last signature of the parties to this MOU (the “Effective Date”).

RECITALS

WHEREAS, Broward Health is a special taxing district, duly organized pursuant to the laws of the State of Florida, that provides health care services to the residents of the northern two-thirds of Broward County, Florida. As one of the nation’s largest public health systems serving over 275 square miles, Broward Health ensures those who need health care receive it, regardless of ability to pay;

WHEREAS, Agency is an entity who desires to provide in alliance with Broward Health, a mobile health program that has been named “Stay Healthy Together” to meet the preventative and primary medical needs of qualified residents (individuals) in the City of Lauderhill.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between Broward Health and Agency as follows:

1. **Recitals:** The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Purpose Statement:** This MOU is initiated with the intent that the expertise of each agency will be combined to help those seeking services, in order to ensure a high level of service delivery and continuum of care. As such, Broward Health and Agency will jointly promote and develop the “Stay Healthy Together” program, each assuming the obligations assigned to it in this MOU.
3. **Term:** The term of this MOU shall commence on the Effective Date and continue in full force and effect for a period of two (2) years. This MOU may be renewed upon the mutual written agreement of the parties.
4. **Termination:** Either party may terminate this MOU without cause upon thirty (30) days written notice. Further, this MOU may be terminated by either party for cause. For purposes of this MOU, “cause” shall mean any act or omission of either party which is contrary to the other’s business interests, reputation, or good will, or for any material breach of this MOU, and failure to cure such breach within fifteen (15) days following written notice of such breach.
5. **Broward Health’s Duties and Responsibilities:** Broward Health shall perform the following duties through its Federally Qualified Health Center program “Broward Healthpoint”:
 - a. Broward HealthPoint will provide and be responsible for the following: Preventative and Primary Medical Care provided by a mobile health care center.
 - b. Hosting of a “Stay Healthy Together Kickoff Event” at a local park or community center identified mutually by Broward Health and Agency.

- c. Identify local community resources and partners to participate in the Kickoff Event with the goal of connecting residents to vital health and social services and linkage to a permanent primary care home.
 - d. Identify strategic locations within the City of Lauderhill, Florida to deliver mobile preventative and primary medical care to residents with greatest need.
 - e. Provide mobile health services and staffing three (3) days per week over the course of a 8-12 week period; the days and times for service and operations shall be mutually determined and published by both parties.
 - f. Develop initial marketing materials for the “Stay Healthy Together” campaign.
 - g. Conduct a closeout survey at the end of the two-year campaign.
6. **Agency’s Duties:** Agency shall perform the following duties and be responsible for the following:
- a. Agency will refer qualified individuals to the “Stay Healthy Together” program.
 - b. Actively participate in “Stay Healthy Together” campaign planning, coordination, implementation, and post survey activities.
 - c. Identify and secure a park or community center for the initial Kickoff.
 - d. Identify and secure site location(s) for weekly deployment of the mobile health center.
 - e. Provide key Agency personnel including staff from marketing, parks and recreation, special events and law enforcement for the initial Kickoff and weekly mobile health center deployments.
 - f. Agency contact person(s):
Shardy Sobers, Community Services Program Manager
City of Lauderhill
5581 West Oakland Park Boulevard
Lauderhill, FL 33313
Office Telephone: 954-730-3000
Email: ssobers@Lauderhill-fl.gov
7. **Reporting requirements:** NONE
8. **Financial Disclosure:** NOT APPLICABLE
9. **Confidentiality:** Both parties shall comply with all applicable federal and state laws governing the privacy and security of protected health information. Except for the purposes of treatment of the client, both parties to this MOU will ensure there will be no exchange of client information without specific written authorization by the client or his/her legal representative. Any exchange of client information for the purposes of arranging/coordinating/referring services (including facsimile transmissions) will be conducted in a confidential environment such that the identity of the client is protected. Both parties will ensure that information that is required for reporting will be transmitted through secure email.
10. **Non-Discrimination:** During performance of this MOU, both parties shall not discriminate on the basis of race, color, gender, national origin, sexual orientation, or any other category

specifically protected by all applicable laws, in the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of the MOU.

11. **Governing Law:** This MOU and the rights and duties of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action, whether at law or in equity, shall be commenced and maintained and venue shall properly be in Broward County, Florida.
12. **Public Records Law:** Nothing in this MOU requires either party to violate applicable law. Without limitation of the foregoing, neither party will be deemed to be in breach of this MOU for withholding records when such release is not permitted by law, or for disclosing information when disclosure is required by law. Both Agency and Broward Health are a political subdivision of the State of Florida and, as such, are subject to Ch. 119, Fla. Stat., commonly known as the Public Records Law. Nothing herein requires either party to waive any privileges or disclose any item entitled to be kept confidential under the law including, without limitation, material protected under attorney-client privilege, attorney work product privilege, medical review committee privilege, and/or trade secrets as defined under Florida Law. Broward Health may make such disclosures as are necessary to meet licensing or accreditation requirements, including, without limitation, those imposed by Agency for Health Care Administration or the Joint Commission.

In order to comply with Florida's public records laws, the Agency shall:

- a. Keep and maintain public records required by Broward Health to perform the services required under this MOU.
- b. Upon request from Broward Health's custodian of public records, Agency shall provide Broward Health with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Agency shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU's term and following completion of the MOU if Agency does not transfer the public records to Broward Health.
- d. If Agency transfers all public records to Broward Health upon completion of the MOU, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. If Agency keeps and maintains public records upon completion of the MOU, Agency shall meet all applicable requirements for retaining public records.
- f. All records stored electronically must be provided to Broward Health, upon request from Broward Health's custodian of public records, in a format that is compatible with Broward Health's information technology systems.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PUBLICRECORDSREQUEST@BROWARDHEALTH.ORG, OR NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH, 1800 NW 49TH STREET, FORT LAUDERDALE, FL 33309.

13. **Assignment:** The MOU may not be assigned by Agency except with the prior written consent of Broward Health in its sole discretion. Any assignment by Agency without Broward Health's prior written consent shall be null and void and without force and effect. For purposes of this provision, an assignment shall include, without limitation, (a) an assignment to a direct or indirect subsidiary or affiliate of Agency, (b) the transfer directly or indirectly of all or a portion of the assets, shares, stock, partnership interests or other ownership interests of Agency in a single transaction or series of transactions, or (c) a change in control or management of Agency. Broward Health may assign the MOU and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly-owned subsidiary of Broward Health, or to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets.
14. **Sovereign Immunity:** Notwithstanding any contrary provision herein, the parties hereto acknowledge that each party, as a special taxing district or political subdivision of the State of Florida, enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity. Whether such liability be in contract, tort, or other theory of liability, each party's liability shall not be more than the limits established in section 768.28, Florida Statutes. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure each party of the limitation on liability provided to political subdivisions or agents of the State as established in Section 768.28, Florida Statutes, as amended. Nothing in the Agreement shall be construed to require either party to indemnify the other party or ensure the other party for its negligence or to assume any liability for the other party's negligence.
15. **Indemnification:** Each party is entitled to the protection of sovereign immunity pursuant to Section 768.28, Florida Statutes, and each Party agrees that its self-insurance program will respond to independent acts of negligence or omissions or intentional tortious acts which result in claims or suits against the Parties, and agrees to be liable to the limits set forth in §768.28, F.S., for any damages proximately caused by said acts or omissions. Pursuant to §768.28 (9)(a), F.S., no officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function.
16. **Compliance with Law.** By executing this MOU, each party certifies that it shall not violate the 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute") and 42 U.S.C. § 1395nn (the "Stark Law"), as applicable with respect to their performance of this MOU. A copy of Broward Health's Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures can be found at <https://www.browardhealth.org/pages/Written-Policies-and-Procedures> and is hereby incorporated herein by reference. To the extent that Agency utilizes any subcontractor, agent or third-party rendering services on behalf of Agency under this MOU, Agency agrees to provide each subcontractor, agent or third party with its access to Broward Health's Code of Conduct and Broward Health's policies and procedures related to the Stark Law and the Anti-Kickback Statute.
17. **Corporate Compliance.** Agency acknowledges that Broward Health has adopted a program to facilitate its compliance with state and federal laws and regulations including, without limitation, Section 6032 of the Deficit Reduction Act of 2005, the Anti-Kickback Statute, the Stark Law, and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as well as conflicts of interest and ethics

under Florida law, as all such provisions may be amended from time to time. (“Compliance and Ethics Program”). Agency acknowledges that (a) a summary of the Compliance and Ethics Program and a link to Broward Health’s Policies have been provided to Agency, and (b) Agency has reviewed such materials. To the extent that Agency is providing patient care items or services or performing billing or coding functions on behalf of Broward Health under this MOU, Agency understands and agrees that Agency’s employees, agents, or subcontractors performing such services under this MOU shall participate in the Compliance and Ethics Program and any and all in-service compliance education programs and activities, as requested by Broward Health, as an integral part of Agency’s duties and responsibilities. Agency understands that the Compliance and Ethics Program shall change from time to time and Agency agrees to, and cause Agency’s employees, agents, and subcontractors to, adhere to the codes, policies, and guidelines of the Compliance and Ethics Program as they may be modified in the future. Agency’s performance of Agency’s job responsibilities in a manner consistent with the Compliance and Ethics Program shall be elements of Broward Health’s evaluation of Agency’s performance under this MOU. In addition, Agency and Agency’s employees, agents, and subcontractors are subject to and shall at all times comply with the provisions of Broward Health’s Policies and Procedures which are applicable to Agency’s services under this MOU, all as adopted and amended from time to time and then in effect. Agency understands and agrees that a breach of this Section constitutes a material breach of the MOU and may result in (a) reduction of compensation, (b) other sanctions, and/or (c) termination of the MOU.

18. **HIPAA Compliance:** The parties warrant and represent that one of the following applies to the MOU:
- a. Broward Health is a Covered Entity, as defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, “HIPAA”), and the purpose of MOU is so that Broward Health may provide treatment to Agency patients; OR
 - b. Broward Health will disclose Protected Health Information to Agency as a business associate (as defined under HIPAA both as in effect as of the effective date of the MOU and as will be in effect during the term of the MOU based on amendments to HIPAA publicly available as of the effective date of the MOU) and Agency will comply with Broward Health’s Business Associate Agreement attached hereto as Exhibit A and by this reference made a part hereof (the “Business Associate Agreement”) to cover the terms and conditions under which Agency will have access to Broward Health’s Protected Health Information.
19. **Notice:** In order for a notice to a party to be effective under this MOU, 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). The addresses for notice will remain as set forth this section unless and until changed by providing notice of such change in accordance with the provision of this section.

For Broward Health

Attn: William E. Green, Executive Director, Project Director,
FQHC

Address: 1700 N.W. 49 Street, Suite 140 Fort Lauderdale, FL 33309

Email: wgreen@browardhealth.org

For Agency

Attn: Desorae Giles-Smith, City Manager

Address: City Hall

5581 W. Oakland Park Blvd.

Lauderhill, FL 33313

Email: dgiles@Lauderhill-fl.gov

With a copy to:

Angel Petti Rosenberg, Esq.

City Attorney

Hall & Rosenberg, PL

8850 West Oakland Park, Blvd., Suite #101

Sunrise, FL 33351

20. **Modification:** No modification of any of the provisions of this MOU shall be binding unless in writing and signed by both parties to this MOU.
21. **Headings/Number, Gender:** The headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
22. **Severability:** If any provision of this MOU is deemed to be invalid or unenforceable, the remainder of this MOU shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.
23. **Counterparts:** This MOU may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.
24. **Digital Signatures:** Broward Health and Agency agree that this MOU, any Addendum thereto, or any other document necessary for the consummation of the transaction contemplated by this MOU, may be accepted, executed, or agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*), Florida's Electronic Signature Act of 1996 (§ 668.001, F.S., *et seq.*), Florida's Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either party in conformance with the foregoing laws.

25. **Entire Agreement:** This MOU, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this MOU will be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this MOU having read, understood, and agreed to all the terms, conditions, obligations, rights, covenants, representations, and warranties herein and intending to be bound as of the Effective Date.

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**

CITY OF LAUDERHILL, FLORIDA

By: _____

By: _____

Name: Alisa Bert

Name: _____

Title: Interim CFO

Title: _____

Date: _____

Date: _____

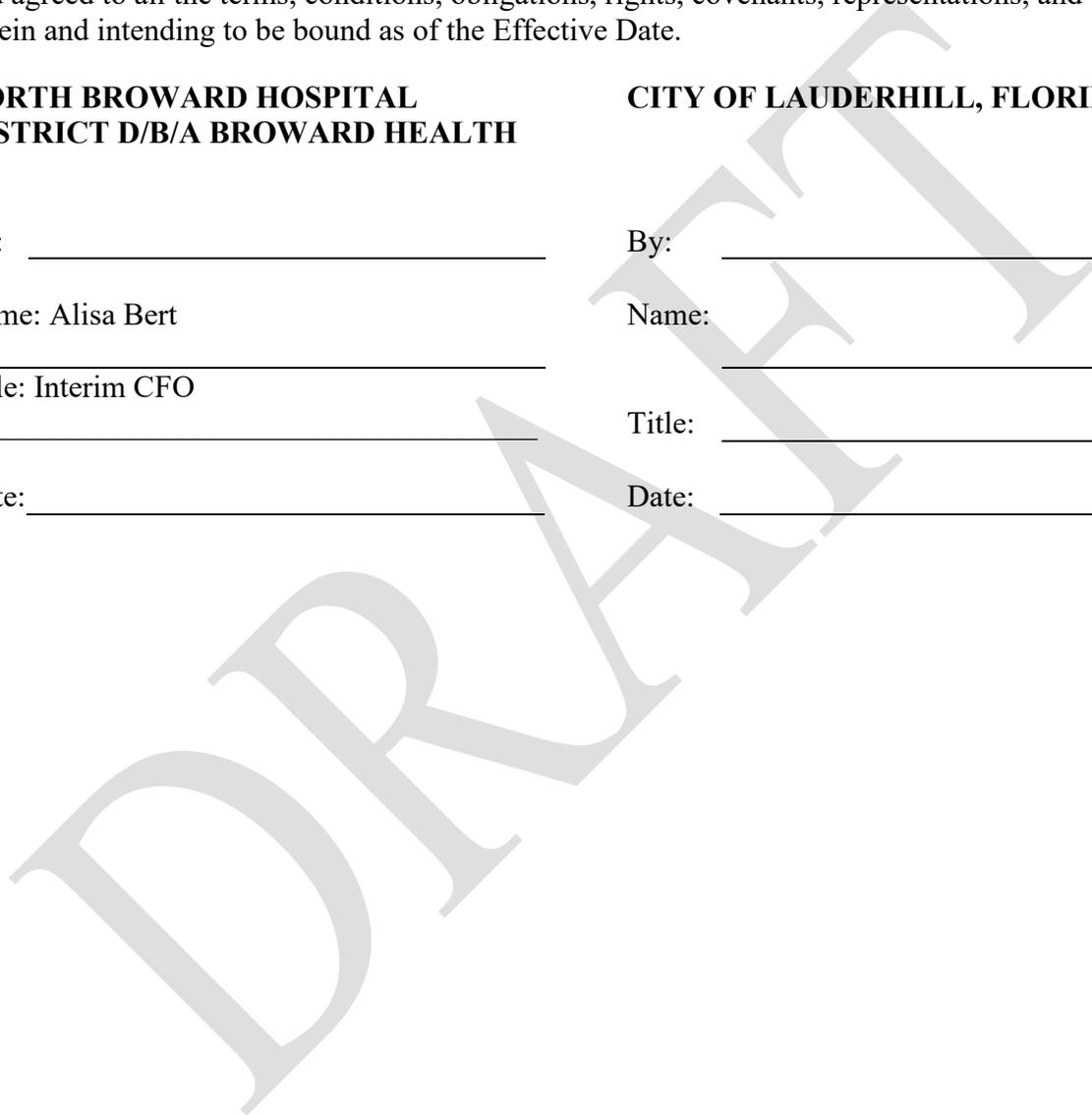


Exhibit A

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

To the extent that North Broward Hospital District d/b/a Broward Health (“Covered Entity”) discloses Protected Health Information to City of Lauderdale, Florida (“Business Associate”) (Covered Entity and Business Associate may each be referred to as a “Party” and collectively as the “Parties”) in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160, Part 162, and Part 164, as amended (“HIPAA”), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009, 42 C.F.R. Part 412, Part 413, Part 422 and Part 495, and 45 C.F.R. Subtitle A, Subchapter D (the “HITECH Act”), and the Florida Information Protection Act of 2014, section 501.171, Florida Statutes (“FIPA”).

Definitions

- (a) “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to this BAA shall mean the individual or entity identified above as the Business Associate.
- (b) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the Party to this BAA, shall mean North Broward Hospital District d/b/a Broward Health.
- (c) “Cures Act” shall mean the Information Blocking Rule as defined in 45 C.F.R. Part 170 and Part 171.
- (d) The following terms used in this BAA shall have the same meaning as those terms defined in the Cures Act: “information blocking,” and “electronic health information.” All terms that may be defined in multiple laws (i.e., HIPAA, Cures Act, and FIPA) shall be given such meaning as to provide the stricter interpretation or form of compliance with applicable state or federal laws.
- (e) “e-PHI” shall have the meaning ascribed to such term in Section 2(o) of this BAA.
- (f) “FIPA” shall mean the Florida Information Protection Act of 2014 codified in section 501.171, Florida Statutes.
- (g) Foreign Country of Concern. Unless defined differently by § 287.138, Fla. Stat., as used in this Agreement, the term “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- (h) The following terms used in this BAA shall have the same meaning as those terms defined in FIPA: “customer records,” “personal information,” and “third-party agent.” All terms that may be defined in multiple laws (i.e., HIPAA, Cures Act, and the Florida Information Protection Act) shall be given such meaning as to provide the stricter interpretation or form of compliance with applicable state or federal laws.
- (i) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160, Part 162, and Part 164.
- (j) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

- (k) The following terms used in this BAA shall have the same meaning as those terms defined in the HIPAA Rules: “Breach,” “Data Aggregation,” “Designated Record Set,” “Disclosure,” “Health Care Operations,” “Individual,” “Minimum Necessary,” “Notice of Privacy Practices,” “Protected Health Information,” “Required by Law,” “Secretary,” “Security Incident,” “Subcontractor,” “Unsecured Protected Health Information,” and “Use.” All other capitalized terms used but not otherwise defined in this BAA shall have the same meaning as those terms in the Privacy Rule (45 C.F.R. Part 160 and Subparts A and E of Part 164) and Security Rule (45 C.F.R. Part 160 and Subparts A and C of Part 164), including 45 C.F.R. §§ 160.103 and 164.501.
- (l) “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act of 2009, 42 C.F.R. Part 412, Part 413, Part 422 and Part 495, and 45 C.F.R. Subtitle A, Subchapter D.
- (m) “Indemnified Party” shall have the meaning ascribed to such term in Section 2(m) of this BAA.
- (n) “Underlying Agreement” shall have the meaning ascribed to such term in Section 3(b)(1) of this BAA.
- (o) A citation in this BAA to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time or any subsequent legislation thereof.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this BAA.
- (c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by this BAA, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by FIPA.
- (d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity’s request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.
- (e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524, including provision

- of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.
- (f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
 - (g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
 - (h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
 - (i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, the HITECH Act, and Florida law.
 - (j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule). and shall be provided for as long as Business Associate maintains the PHI.
 - (k) Business Associate agrees to, subject to Section 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this BAA, the Protected Health Information in its possession and retain no copies.
 - (l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either Party, of a use or Disclosure of Protected Health Information in violation of this BAA.
 - (m) Business Associate agrees to indemnify, insure, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any Breach of

this BAA or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Indemnifying Party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BAA for any reason.

- (n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate shall:
- (1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (“e-PHI”) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;
 - (2) Ensure that any agent or Subcontractor to whom it provides such e-PHI agrees to implement reasonable and appropriate safeguards to protect the e-PHI;
 - (3) Ensure that all PHI or e-PHI be secured when accessed by Business Associate’s employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or e-PHI;
 - (4) Ensure that any personnel changes by Business Associate, eliminating the legitimate business needs for employees’, agents’ or contractors’ access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity, no later than the third business day after the personnel change becomes effective;
 - (5) Report to Covered Entity any Security Incident of which it becomes aware in accordance with Section 2(c) of this BAA; and
 - (6) Periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 C.F.R. § 164.306(a).
- (o) Except as otherwise allowed in this BAA, HIPAA, and the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA compliant authorization.
- (p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

- (q) Covered Entity, with the mutual consent of the Business Associate, may elect to delegate to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and FIPA, as these laws may be amended from time to time. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.
- (r) Business Associate agrees to comply with the following:
- (1) 45 C.F.R. § 164.308 (administrative safeguards), 45 C.F.R. § 164.310 (physical safeguards), 45 C.F.R. § 164.312 (technical safeguards) and 45 C.F.R. § 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BAA.
 - (2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.
 - (3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BAA.
 - (4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each Party agrees that, if it knows of a pattern of activity or practice of the other Party that constitutes a material Breach or violation of the other Party's obligation under the BAA, the non-breaching Party shall take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the

contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

- (s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy shall be provided to the Business Associate). Any use or disclosure permitted by this BAA may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
- (t) Business Associate agrees that it has reviewed and understands the HIPAA Rules as it applies to Business Associate, and that it shall comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
- (u) To the extent applicable, Business Associate shall comply with all provisions of the Cures Act, Pub. L. No. 114-255, 130 Stat. 1033, as it may relate to the products and/or services associated with this Business Associate Agreement, including but not limited to, those likely to interfere with, prevent, or materially discourage the access, exchange, or use of electronic health information, the usability of health information technology, the interoperability of health information technology, the security of health information technology, relevant information regarding users' experiences when using health information technology, and the business practices of developers of health information technology related to exchanging electronic health information. Furthermore, Business Associate shall not prohibit or restrict any communications or disclosures pertaining to electronic medical records that are required by or made in compliance with federal, state, or local laws. Any products or services provided by Business Associate that may prohibit or restrict such communications or disclosures, or in any other way contradict the requirements of The Cures Act, shall be disclosed in writing to Covered Entity by Business Associate prior to the execution of this Agreement.
- (v) Storage Of Patient Information in USA or Canada. Pursuant to § 408.051(3), Fla. Stat., Business Associate certifies that, to the extent that it may store any patient information accessed pursuant to the Agreement, such patient information stored in either a physical or virtual environment (including through a third-party or subcontracted computing facility or an entity providing cloud computing services) shall be physically maintained in the continental United States or its territories or Canada.

Permitted Uses and Disclosures of Protected Health Information by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BAA, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BAA.

(b) Specific Use and Disclosure Provisions

- (1) Business Associate may only Use or Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under any consulting agreement, service agreement

or any other agreement with Covered Entity (collectively “Underlying Agreement”), provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

- (2) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.
- (3) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:
 - i. The Disclosure is required by law; or
 - ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (4) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.
- (5) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 C.F.R. 164.514 (a)-(c).

(c) Withdrawal of Authorization.

If the use or disclosure of PHI in this Agreement is based upon an individual’s specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

Term, Survival and Termination

(a) Term

The term of this BAA shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause

Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BAA and any Underlying Agreement with Business Associate if Business Associate does not cure the Breach or end the violation within 30 days.

(c) Effect of Termination

- a. Except as provided below in Section 4(c)(2) of this BAA, upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- c. If the Underlying Agreement authorizes Business Associate to Use or disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain Protected Health Information for such purposes after termination of the Underlying Agreement, Business Associate shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
 - iv. Not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3 of this BAA, which applied prior to termination; and
 - v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival

Business Associate's obligations under this BAA shall survive the termination of this BAA and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

Interpretation and Amendment of this BAA

To the degree the terms of this BAA conflict with the terms of any underlying contract, the terms of this BAA shall control. A reference in this BAA to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The Parties hereto agree to negotiate in good faith to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BAA shall be valid unless it is set forth in writing and agreed to by both Parties.

No Third-Party Rights/Independent Contractors

The Parties to this BAA do not intend to create any rights in any third parties. The Parties agree that they are independent contractors and not agents of each other.

Notices

Any notice required or permitted by this BAA to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), or sent by email, to the address set forth below. Each Party may change its address for purposes of this BAA by written notice to the other Party.

Covered Entity:

Contract Administration
North Broward Hospital District
d/b/a Broward Health
1800 NW 49th St.
Fort Lauderdale, FL 33309

With a copy to:

General Counsel
North Broward Hospital District
d/b/a Broward Health
1800 NW 49th St.
Fort Lauderdale, FL 33309

Notice to Business Associate:

Desore Giles-Smith, City Manager
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

With a copy to:

Angel Petti Rosenberg, Esq.
City Attorney
Hall & Rosenberg, PL
8850 West Oakland Park Blvd., Suite 101
Sunrise, FL 33351

Florida Information Protection Act

Business Associate agrees and understands that the services and/or goods provided under the BA consist, at least in part, of “customer records” that contain “personal information,” as defined in FIPA. Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Business Associate’s possession are breached in the manner set forth in the Act, Business Associate shall immediately notify Broward Health as indicated herein, and Business Associate shall work with Broward Health as required by the Act to assist in any of the following actions:

- (a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Broward Health;
- (b) Provide notice to any and all consumers whose personal information has been breached;
- (c) Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to credit reporting agencies and the Florida Department of Legal Affairs; and/or
- (d) Ensure that Business Associate’s third-party agents are made aware of the Act and any requirements to comply with the Act and require that those third-party agents that store customer records of Broward Health who experience a breach notify Broward Health immediately, and work with Business Associate and Broward Health as outlined in this Section of the BAA.

The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

Miscellaneous

- (a) Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/ e-PHI it releases to Business Associate.
- (b) Assignment of Rights and Delegation of Duties. This BAA is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this BAA without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.
- (c) Nature of Agreement. Nothing in this BAA shall be construed to create (i) a partnership, joint venture, or other joint business relationship between the Parties or

any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

- (d) No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- (e) Equitable Relief. Any disclosure or misappropriation of PHI or e-PHI by Business Associate in violation of this BAA shall cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages shall be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
- (f) Severability. The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.
- (g) No Third-Party Beneficiaries. Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not Party to this BAA nor imposing any obligations on either Party hereto to persons not a Party to this BAA.
- (h) Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this BAA (if any) are inserted for convenience only, do not constitute a part of this BAA, and shall not affect in any way the meaning or interpretation of this BAA. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural. The use of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this BAA. The term “shall” is mandatory and “may” is optional. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.
- (i) Entire Agreement. This BAA, together with all exhibits, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this BAA is in effect, constitutes the entire BAA

between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BAA in any provisions of the exhibits, riders, or amendments, the provisions of this BAA shall control.

- (j) Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules, the Cures Act, and any applicable state confidentiality laws. The provisions of this BAA shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this BAA or the HIPAA Rules.

IN WITNESS WHEREOF, the Parties have executed this BAA, effective as of the last signature date below.

COVERED ENTITY

North Broward Hospital District
d/b/a Broward Health

BUSINESS ASSOCIATE

City of Lauderdale, Florida

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____