

## PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Alachua County Board of County Commissioners d/b/a Alachua County Fire Rescue and Alachua County Court Services** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

**Effective and Ending Dates.** The terms of this Agreement shall be effective July 1, 2025, and shall continue through June 30, 2026.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) – Non-Qualified County (NQC) Funds** in the following County(ies): Alachua.

**Services to be Provided.** This scope of work is for the Contractor to provide a **Mobile Integrated Healthcare program in Alachua County**.

**Alachua County Fire Rescue has developed an overdose response program with a specialized team to connect identified at risk residents to social support, recovery support, and health care services to disrupt opiate addiction. A major focus is to reduce barriers to treatment for affected residents addicted and at risk of an overdose.**

The program goal is to provide wrap-around services to those at risk of overdose or suicide in a way that reduces the barriers for treatment and increases access to needed care and streams of support. For those struggling with addiction and withdrawal, the Contractor will provide case management and connection with resources such as primary care providers, Supplemental Nutrition Assistance Program (SNAP), housing assistance, and employment assistance. The Mobile Integrated Healthcare Team will provide peer support coaching and development of a peer support and recovery network.

Mobile Integrated Healthcare staff will provide mental health services and referrals to ensure participants are receiving the most appropriate care and support. The Contractor will provide critical Medical Assisted Treatment (MAT) during gap-times when a participant might be experiencing significant withdrawals but have not yet accessed a provider for help.

### Section 1. Financial Consideration

#### 1.1. Award Amount

**Alachua County Board of County Commissioners d/b/a Alachua County Fire Rescue and Alachua County Court Services** has been awarded an amount not to exceed LSF approved Exhibit C and D - Projected Operating and Capital Budget, per county, if multiple counties are listed, for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

#### 1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.

1.2.5 Modifications to the approved budget may not be effective retroactively.

### 1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: <https://www.lsfhealthsystems.org/resources/#contractdocument>, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports**, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

- 1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

## Section 2. Program Administration

- 2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.
- 2.2. Program requirements are as follows:
- 2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.
- 2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.
- 2.2.3 Service Tasks
- 2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.
- a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.
- 2.3. Required Reporting
- 2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.
- 2.3.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.
- 2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8<sup>th</sup> of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.
- 2.3.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.
- 2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.3.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

### **Section 3. Documentation**

#### **3.1. Cost**

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.

3.1.3 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

#### **3.2. Services Rendered**

3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the agreement ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.

3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

- 3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.
- 3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

#### **Section 4. Miscellaneous**

##### **4.1. Employment Screening**

- 4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
  - i. Employment history check,
  - ii. Fingerprinting for all criminal record checks,
  - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
  - iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
  - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
  - vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Agreement stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: [www.dcf.state.fl.us/programs/backgroundscreening/](http://www.dcf.state.fl.us/programs/backgroundscreening/).

- 4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

- i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.1.i.1. The Contractor shall present documentation showing successful background screening, upon request.

#### 4.2. Representations

- 4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- 4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.
- 4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

#### 4.3. Terms and Conditions

- 4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

#### 4.4. Health Insurance Portability and Accountability Act

- 4.4.1. The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.
- 4.4.2. Business Associates

4.4.2.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

#### 4.5. Insurance

- 4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Agreement. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.3. Upon the execution of this Agreement, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Agreement.
- 4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- 4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.6. If in the course of the performance of its duties under this Agreement any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

- 4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.
- 4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this agreement. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.
- 4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

#### **4.6. Indemnification**

- 4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.
- 4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's



indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents, or contractors.

- 4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.
- 4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend, and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

#### 4.7. Governing Law and Compliance

##### 4.7.1. Governing Law

- 4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

##### 4.7.2. Florida Regulatory Governance

- 4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

##### 4.7.3. Corporate Compliance

- 4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

##### 4.7.4. General Provisions

- 4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary

Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

#### 4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

#### 4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

#### 4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

#### 4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

#### 4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

#### 4.9.9 Cancellation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for

services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this sixteen-page Agreement to be effective this 1<sup>st</sup> day of July 2025.

**Alachua County Board of County  
Commissioners d/b/a Alachua County Fire  
Rescue and Alachua County Court Services**

**Lutheran Services Florida, Inc. d/b/a LSF Health  
Systems**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

Dr. Christine Cauffield CEO  
Printed Name Title

**The parties agree that any future amendment(s) replacing this page will not affect the above execution.**

Federal Tax ID # (or SSN): 59-6000501

Contractor FY Ending Date: 9/30

## **ATTACHMENT IV**

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

### **Section 1. Definitions**

#### **1.1 Catch-all definitions:**

The following terms used in this Attachment shall have the same meaning as those terms 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, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### **1.2 Specific definitions:**

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

### **Section 2. Obligations and Activities of Business Associate**

#### **2.1 Business Associate agrees to:**

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

- civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CFR 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;
  - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

- 2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).
  - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR 164.514(b).
  - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR 164.501, 45 CFR 164.508 and 45 CFR 164.514.

#### **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;
  - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
  - 5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:
  - 5.2.1.1 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;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR 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;
- 5.2.1.4 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 paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing 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.
  - 5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

## **Section 6. Miscellaneous**

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.