

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:	April 15, 2014	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing
Department:	Palm Tran				

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: A Business Associate Agreement with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA).

Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator, or designee, in accordance with Resolution R2003-0554, approved by the BCC on April 15, 2003. This executed document is now being submitted to the BCC to receive and file. Countywide (DR)

Background and Justification: Under the U.S. Health Insurance Portability and Accountability Act (HIPPA) of 1996, a HIPPA Business Associate Agreement involves a HIPPA covered entity (AAA) and a HIPPA Business Associate (County). The AAA has contracted with the County for paratransit services to/from Division of Senior Services (DOSS) meal sites. This Agreement outlines the requirements relating to the receipt and use of protected health information in accordance with HIPPA guidelines. The Board of County Commissioners has delegated authority to Brad Merriman, Assistant County Administrator to sign these Agreements relating to HIPPA. AAA received a Notice of Instruction from the Department of Elder Affairs (DOEA) requiring the AAA to execute the attached Business Associate Agreement with their Lead Agency providers, which includes Palm Beach County/Palm Tran Connection for the provision of paratransit services to/from meal sites.

Attachments:

1. Business Associate Agreement w/ walk through memo
2. Resolution R2003-0554

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Recommended By:	 for Shannen LaRoque	3/27/14
	Department Director	Date

Approved By:		4/8/14
	Assistant County Administrator	Date


II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital					
Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* \$0	\$0			
No. ADDITIONAL FTE POSITIONS (Cumulative)	0	0			

Is Item Included In Current Budget? Yes NA No
Budget Account No.: Fund Dep't. Unit
Object Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 
John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

* No Fiscal Impact

[Signature] 3/28/2014

[Signature] *[Signature]* OFMB
220

Dr. J. Jacobson 4/2/14
Contract Dev. and Control

B. Legal Sufficiency:


Assistant County Attorney 4/2/14

C. Other Department Review:

Department Director

M E M O R A N D U M

TO: Brad Merriman, Assistant County Administrator

FROM: Chuck Cohen, Executive Director

DATE: December 20, 2013

RE: Palm Tran and the Area Agency on Aging Business Associate Agreement

Your signature is needed to authorize the Business Associate Agreement between Palm Tran and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA). Attached please find two (2) original agreements for signature.

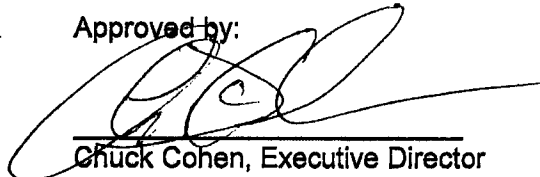
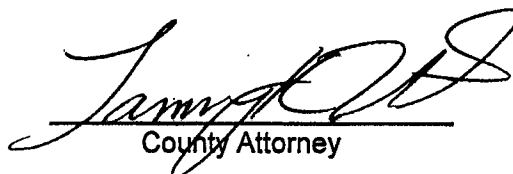
Under the U.S. Health Insurance Portability and Accountability Act of 1996, a HIPAA business associate agreement/contract involves a HIPAA covered entity and a HIPAA business associate. The agreement protects personal health information in accordance with HIPAA guidelines.

AAA received a Notice of Instruction from the Department of Elder Affairs (DOEA) requiring the AAA to execute the attached Business Associate Agreement with their Lead Agency providers, of which Palm Tran is one.

Upon receipt of the fully executed agreement, Staff will submit it to the first available Board of County Commissioners meeting as a "Receive and File" item.

For additional information, contact John Webster at (561) 841-4216.

Approved by:


Chuck Cohen, Executive Director
County Attorney
Assistant County Administrator

Attachments: Business Associate Agreement

Business Associate Agreement

This Business Associate Agreement is dated 11/31/14, by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. ("Covered Entity") and Palm Beach County Board of County Commissioners, ("Business Associate").

1.1 Background.

1.2 Business Associate will obtain Protected Health Information from Covered Entity in the performance of one or more contracts or agreements between Covered Entity and Business Associate. Business Associate and subcontractors of Business Associate that provide services in relation to said contracts or agreements are permitted to receive and use protected health information in connection with said contracts or agreements, subject to the terms of this Agreement.

1.3 Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act and has indicated its intent to comply.

1.4 The Health Insurance Portability and Accountability Act regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.

1.5 The Health Insurance Portability and Accountability Act requires the Covered Entity and the Business Associate to enter into a contract or agreement meeting certain standards and containing specific requirements to protect the Confidentiality and Security of patients' protected health information, as set forth in, but not limited to, the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2013) (as may apply) and contained in this agreement.

1.6 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010), require business associates of covered entities to comply with the Health Insurance Portability and Accountability Act security rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, 45 C.F.R. §164.502(e)(2), and 45 C.F.R. §164.504(e)(2013). Such sections apply to a Business Associate of a Covered Entity in the same manner that such sections apply to the Covered Entity.

The parties therefore agree as follows:

2.1 **Definitions.** For purposes of this agreement, the following definitions apply:

2.2 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.

2.3 **Administrative Safeguards.** The administrative actions, policies, and procedures to manage the selection, development, implementation, and maintenance of Security Measures to protect Electronic Protected Health Information and to manage the conduct of the covered entity's workforce in relation to the protection of that information.

- 2.4 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.5 **Authentication.** The corroboration that a person is the one claimed.
- 2.6 **Availability.** The property of data or information being accessible and useable upon demand by an authorized person.
- 2.7 **Breach.** The unauthorized or unlawful acquisition, access, use, or disclosure of which Compromises the Security or privacy of such information.
- 2.8 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.
- 2.9 **Confidentiality.** The property of data or information being undisclosed and unavailable to unauthorized persons or processes.
- 2.10 **Designated Record Set.** A group of records maintained by or for a Covered Entity as defined in 45 CFR §164.501.
- 2.11 **Electronic Protected Health Information. (ePHI)** Individually identifiable health information transmitted by or maintained in electronic media, as specified in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.12 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.13 **HIPAA.** The Health Insurance Portability and Accountability Act (1996) Pub. L. No. 104-191.
- 2.14 **Individual.** The person who is the subject of Protected Health Information, as specified in 45 C.F.R. §160.103.
- 2.15 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.16 **Integrity.** The property of data or information being whole and not altered in an unauthorized manner.
- 2.17 **Malicious software.** Software, such as a virus, designed to damage or disrupt an electronic Information System.
- 2.18 **Part I.** Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- 2.19 **Password.** Confidential Authentication information composed of a string of characters.
- 2.20 **Physical Safeguards.** The physical measures, policies, and procedures to protect a covered entity's electronic Information Systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.21 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.

2.22 **Protected Health Information. (PHI)** Health information as defined in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.23 **Required By Law.** Has the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.24 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.

2.25 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System.

2.26 **Security or Security measures.** All of the administrative, physical, and Technical Safeguards in an Information System.

2.27 **Security Rule.** The Security Standards for the protection of Protected Health Information as specified in 45 C.F.R. part 164, subpart C, and amendments thereto.

2.28 **Technical Safeguards.** The technology and the policy and procedures for its use that protect Electronic Protected Health Information and control access to it.

2.29 **Unsecured PHI.** Has the same meaning as the term "Unsecured Protected Health Information" as defined in 45 C.F.R. §164.402.

2.30 All other terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms defined in 45 C.F.R. §§160, 162, and 164, or if not defined therein, the same as the plain meaning of the term(s).

3.0. **Obligations and Activities of Business Associate.**

3.1 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this agreement or as Required By Law.

3.2 Business Associate agrees to:

(a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 C.F.R. § 164.306;

(b) Prevent use or disclosure of PHI other than as provided for by this Agreement or as Required By Law;

(c) Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. §164 with respect to ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity, to prevent use or disclosure of the information other than as provided for by this Agreement or by law; and

(d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, including 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 PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department.

(e) Comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations, to the extent Business Associate is to carry out Covered Entity's obligations under 45 C.F.R. §164 or this Agreement.

3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Business Associate agrees to report to Covered Entity, without unreasonable delay, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. This includes any copying or amendment of such information and any Security Breaches involving Unsecured PHI as required by 45 C.F.R. §164.410. Business Associate agrees to include in such notice:

(a) Identification of any individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Security Breach in accordance with 45 C.F.R. §164.404; and

(b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*, available on the U.S. Department of Health and Human Services website.

3.5 Business Associate agrees to maintain and provide to the Secretary such records and compliance reports as the Secretary may determine to be necessary and to comply with all compliance reviews and complaint investigations as required by the 45 C.F.R. §160, Subsection C.

3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.7 If Business Associate has PHI in a Designated Record Set:

(a) Business Associate agrees to provide at the request of Covered Entity during regular business hours, Access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 C.F.R. §164.524; and

(b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.

3.8 Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary upon request from the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

3.9 Business Associate agrees to document such disclosures of PHI and information related thereto as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.10 Business Associate agrees to provide to Covered Entity or an Individual, upon request, information collected in accordance with Paragraphs 3.7 and 3.9 above, in response to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §§ 164.528, § 164.502 and § 164.504.

3.11 Business Associate specifically agrees to use Security Measures that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of PHI in electronic or any other form that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

3.12 Business Associate agrees to implement Security Measures to secure Passwords used to Access ePHI that it accesses, maintains, or transmits as part of this Agreement from Malicious Software and other man-made and natural vulnerabilities to assure the Availability, Integrity, and Confidentiality of such information.

3.13 Business Associate agrees to implement Security Measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from Malicious Software and other man-made and natural vulnerabilities to assure the Availability, Integrity, and Confidentiality of such information.

3.14 Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts), as set forth in 45 C.F.R. §§164.502, 164.504;

(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information), as set forth in 45 C.F.R. §164, Subpart E; and

(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations), as set forth in 45 C.F.R. §§164.508(a)(3), 164.514(f)(1).

4.0 **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services on behalf of Covered Entity, provided that such use or disclosure would not violate the Privacy Rule as it applies to Business associate and Covered Entity, or the minimum

necessary policies and procedures of the Covered Entity that are provided to Business Associate by Covered Entity.

5.1 Specific Use and Disclosure Provisions.

5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided that Business Associate will appropriately safeguard the information in accordance with the Privacy Rule.

5.3 Except as otherwise limited in this agreement or any related agreement, Business Associate may authorize a Business Associate that is a subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate for the proper management and administration of the Business Associate, provided that Business Associate obtains satisfactory assurances, in accordance with 45 C.F.R. §164.502(e)(1)(ii), and documented in accordance with 45 C.F.R. §164.502(e)(1)(ii)(2), that the subcontractor will appropriately safeguard the information, and, in the event of termination, will return or destroy all PHI and ePHI in accordance with Section 8.3 of this Agreement and 45 C.F.R. §164.504(e)(2)(ii)(J).

5.4 Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

5.5 Business Associate may use or disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

6.1 Obligations of Covered Entity.

6.2 Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate as Attachment I to this Agreement. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.youragingresourcecenter.org

6.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of an Individual's PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7.0 Permissible Requests by Covered Entity. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8.1 Effective Date and Termination.

8.2 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and

that the provisions of this agreement shall be effective on the last date that the Agreement has been signed by both parties.

8.3 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this agreement or a violation of the Security Rule or the Privacy Rule by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

8.4 Effect of Termination. Except as provided in subparagraph (b) of this section, upon termination of this agreement, Business Associate shall return or destroy all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

(a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.

(b) In the event that Business Associate or Covered Entity determines that returning or destroying the PHI or ePHI is infeasible, notification of the conditions that make return or destruction of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI to those purposes that make the return or destruction of the information infeasible, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

8.5 Expiration and Effect. Unless sooner terminated pursuant to Section 8.2 above, this agreement will expire once Business Associate no longer has any PHI in its possession, whether by destruction or return to Covered Entity. Business Associate will provide a certification to Covered Entity once Business Associate no longer has any Data in its possession. Any agreements in place pursuant to Section 3.6 hereof will remain in effect until such agent no longer has any PHI in its possession and certifies same.

9.0 Regulatory References. A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10.0 Amendment. The Parties agree to take such action as is necessary to amend this agreement as necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, and other applicable HIPAA rules.

11.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.

12.0 **Interpretation.** Any ambiguity in this agreement shall be resolved to permit Covered Entity and Business Associate to comply with 45 C.F.R. §§160, 162, and 164.

13.0 **Incorporation by reference.** Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or Security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14.0 **Notices.** All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity: Area Agency on Aging of Palm
 Beach/Treasure Coast, Inc.
 Attention: Ligia Hardy, Compliance
 Officer
 4400 North Congress Avenue
 West Palm Beach, Florida 33407

To Business Associate: Palm Beach County Board of County Commissioners
 Attention: Chuck Cohen, Executive Director of Palm Tran Connection
 3201 Electronics Way
 West Palm Beach, FL 33407

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the


successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

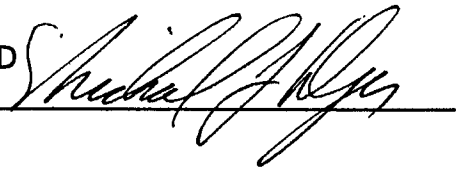
18.0 Entire Agreement. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supercedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

IN WITNESS THEREOF, the parties hereto have caused this 10 page agreement to be executed by their undersigned officials as duly authorized.

VENDOR: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida

Area Agency on Aging of Palm Beach/
Treasure Coast, Inc.

SIGNED
BY: 
Brad Merriman
Assistant County Administrator

SIGNED
BY: 

DATE: 1/15/14

NAME: Michael Dyer

TITLE: Board Chair

SHARON R. BOCK, Clerk

DATE: 1/31/2014

BY: _____

DATE: _____

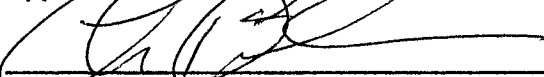
FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: 2014(-9-30)

Approved as to form and legal sufficiency


County Attorney

Approved as to terms and conditions


Department Director

ADD ON

Agenda Item #:

5A6

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

R. 2003-0554
Ms/Mc 6-0

A. abo.

Meeting Date: 4/15/03

☐

Consent

☒

Regular

☐

Ordinance

☐

Public Hearing

Department:

Submitted By: Administration

Submitted For:

RECD NOV 2

I. EXECUTIVE BRIEF

Motion and Title: Staff requests motion to adopt: Resolution authorizing the County Administrator and/or designee to execute Business Associate Agreements as required by the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Summary: HIPAA regulations require that Business Associate Agreements must be entered into with outside parties that receive or disclose protected health information when such health information must be shared.

Background and Policy Issues: Through the County's various departments, there are occasions where the County must share protected health information with outside entities. A standard form of Business Associate Agreement has been developed and will be used when the County is requiring such an agreement from an outside entity (Exhibit A). In other instances, outside entities may request the County to enter into Business Associate Agreements. No such Business Associate Agreements will contain a provision whereby the County will agree to indemnify the other party. Since there may be a significant volume of these Business Associate Agreements, there is a need to have such agreements executed expeditiously.

Attachments:

1. Resolution
2. Standard Business Associate Contract

Recommended by:

Department Director

Date

Approved By:

Assistant County Administrator

Date

4/16/03

2605

5 A 6

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2002	2003	2004	2005
Capital Expenditures	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Fund Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____

* ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is item included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 14 Apr 03
OFMB
[Signature] 4/14/03
[Signature] 4/14/03
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 4/14/03
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/95
FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

2606

5 A 6

RESOLUTION NO. R-2003-0554

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR AND/OR HIS DESIGNEE TO ENTER INTO BUSINESS ASSOCIATE AGREEMENTS.

WHEREAS, The Health Insurance Portability and Accountability Act (HIPAA) of 1996 require that Business Associate Agreements must be entered into with outside parties that receive or disclose Protected Health Information when such health information must be shared.

WHEREAS, since streamlining of the agenda process has increased the length of time between Board meetings and it is imperative that the Business Associate Agreements be executed with the greatest dispatch; and

WHEREAS, Palm Beach County has adopted an optional Home Rule Charter pursuant to Section 1(g) of Article VIII for the Florida State Constitution of Part IV, Chapter 125, Florida Statutes; and

WHEREAS, Section 125.85 Florida Statutes, authorizes the delegation of any powers and duties not set forth therein by resolution or ordinance of the Board of County Commissioners; and

WHEREAS, the delegation to the County Administrator of the authority to execute these standard Business Associate Agreements would eliminate delays caused by such items to be brought before the Board of County Commissioners and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the specific delegation of signatory authority of this standard form application is in accordance with PPM #CW-0-051 when said document follow the format as set forth in paragraph 2 herein below, which document is incorporated herein and made a part hereof.

1. The County Administrator is hereby expressly authorized to execute, on behalf of the Board of County Commissioners, standard contracts which are substantially in the form of Exhibit "A" attached hereto and Business Associate Agreements received from outside entities which do not contain indemnification provisions and are in a form acceptable to the County Attorney's Office.
2. This delegation of signature authority is strictly limited to the parameters set forth herein above so that the execution of the aforementioned document by the County Administrator constitute ministerial act on his part in accordance with PPM #CW-0-051.

The foregoing Resolution was offered by Commissioner Masilotti, who moved its adoption. The motion was seconded by Commissioner McCarty, and upon being put to a vote, the vote was as follows:

Commissioner Karen T. Marcus, Chair	- Aye
Commissioner Tony Masilotti, Vice Chairman	- Aye
Commissioner Jeff Koons	- Aye
Commissioner Warren H. Newell	- Aye
Commissioner Mary McCarty	- Aye
Commissioner Burt Aaronson	- Absent
Commissioner Addie Greene	- Aye

The Chairman thereupon declared the Resolution duly passed and adopted this

15 day of April, 2003.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS
DOROTHY H. WILSON, CLERK

By: [Signature]
Deputy Clerk

R2003-0554

BUSINESS ASSOCIATE CONTRACT

This Contract is entered into on this _____ day of _____, 200____, by and between
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (the "County") and
_____ (the "Business Associate").

WHEREAS Business Associate and County have entered into a contract through
which Business Associate provides _____ [describe services provided by
Business Associate] services to County, and

WHEREAS the disclosure of certain individually identifiable health information will
be regulated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"),
as amended from time to time, and the regulations promulgated thereunder, effective in April
2003, and

WHEREAS County may from time to time disclose to Business Associate certain
individually identifiable protected health information (PHI) that is subject to protection
under HIPAA, and

WHEREAS Business Associate and County desire that their contract complies with
the applicable provisions of HIPAA.

NOW THEREFORE, for and in consideration of the premises and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is
agreed by and between the parties hereto that the terms listed below are made a part of their
contract and provide a full statement of their responsibilities.

1. General

Business Associate shall take all necessary actions consistent with HIPAA's
requirements to safeguard the PHI that County discloses to Business Associate in connection
with Business Associate's duties under the Contract. Business Associate may not use or
further disclose PHI in a manner that would violate HIPAA's requirements if done by the
County.

2. Permitted Uses and Disclosures

Business Associate is permitted to use and disclose PHI from the County as follows
[insert permitted uses and disclosures based on type of services provided]:

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Duties of Business Associate

Business Associate shall:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law.
- (2) Use appropriate safeguards to prevent use or disclosure of PHI disclosed by the County to Business Associate other than as provided for by this Contract.
- (3) As soon as reasonably practicable, report to the County any use or disclosure of the information not provided for by its contract of which it becomes aware.
- (4) Ensure that any agents or subcontractors to whom it provides PHI received from or created/received by the Business Associate on behalf of the County agrees to the same restrictions and conditions that apply to the Business Associate with respect to such PHI.
- (5) Make available PHI in accordance with rules regarding access of individuals to information under HIPAA.
- (6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with HIPAA.
- (7) Make available the information required to provide an accounting of disclosures in accordance with HIPAA.
- (8) Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created/received by Business Associate on behalf of County available to the HHS Secretary for the purposes of determining County's compliance with HIPAA. Business Associate shall immediately notify County upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the County.

3. Uses and Disclosures for the Proper Management or Legal Responsibilities of the Business Associate.

Business Associate may, if necessary, use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, in order to disclose PHI:

- (1) the disclosure must be required by law; or
- (2) Business Associate must obtain reasonable assurances from the person to whom the information 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
- (3) the person must notify the business associate of any instances of which it is aware in which the confidentiality of the information has been breached

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4. Data Aggregation Services

Business Associate will provide data aggregation services relating to the payment and health care operations of County.

5. Right to Audit

County and its representatives shall be entitled on ten (10) business days prior written notice to Business Associate, to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Contract. County shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Contract. County shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with such entity's normal operations.

6. Indemnification

Business Associate shall protect, defend, reimburse, indemnify, and hold County, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of any disclosure of protected health information due to the actions or inactions of the Business Associate.

7. Termination

County may terminate the Contract without penalty or recourse to County if County determines that Business Associate has violated a material term of the Contract.

At termination of the Contract, Business Associate shall return or destroy all PHI received from or created or received by the Business Associate on behalf of the County that the Business Associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, the Business Associate must continue to protect such PHI in accordance with this Contract and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

8. Further Assurances

In order to ensure that this Contract is consistent with HIPAA, Business Associate agrees that this Contract may be amended from time to time upon written notice from County to Business Associate as to the revisions required, to make this Contract consistent with HIPAA.

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IN WITNESS WHEREOF, the undersigned have executed this Contract as of the day and year first written above.

(OFFICIAL SEAL)

ATTEST:

By its Board of County Commissioners

DOROTHY H. WILKEN, Clerk

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO ITS TERMS AND
CONDITIONS:

By: _____
County Attorney

By: _____
Director

Witness:

(Signature of Witness)

(Print Name of Witness)

By: _____
Its _____

(Signature of Witness)

(Print Name of Witness)

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