

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	August 19, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

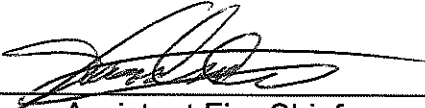
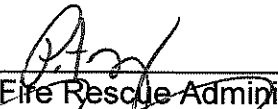
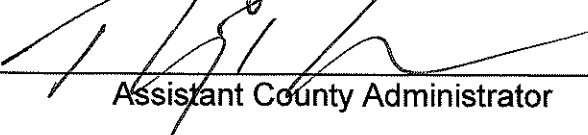
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a copy of the Business Associate Agreement (BAA) with Intergraph Corporation, through its Hexagon Safety, Infrastructure and Geospatial division (Hexagon).

Summary: Hexagon provides computer aided dispatch software services to Fire Rescue. A fully executed Health Insurance Portability and Accountability Act (HIPAA) BAA with Hexagon is being submitted to the BCC to receive and file. This BAA relates to the services provided by Hexagon under term contract No. SS250653/ZG, which was renewed through April 30, 2025, under term contract No. SS250653C, EPO 440 060425-476, and future agreements.
Countywide (SB)

Background and Justification: The BAA was executed by Assistant County Administrator Duren under delegated authority (R2016-0589) to execute HIPAA BAA's. HIPAA and the regulations promulgated thereunder require that, in order to protect health information, BAA's must be entered into between a HIPAA covered entity and its HIPAA business associates which create, receive, maintain or transmit Protected Health Information on the HIPAA covered entity's behalf.

- Attachment:
- 1. Business Associate Agreement

Recommended by:		6-27-2025
	Assistant Fire Chief	Date
Approved by:		6/26/2026
	Fire Rescue Administrator	Date
Approved by:		7/9/2025
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* 0				
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes X No
Does this item include the use of Federal Funds? Yes No X
Does this item include the use of State Funds? Yes No X

Budget Account No.: Fund 1300 Dept 440 Unit 4217 Rvsc/Object 5401

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

* There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

Lauren Magierowski A.

III. REVIEW COMMENTS

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

Jose M. Ant 7/2/2025
OFMB VS 712

Contract Development and Control 7/3/25

B. Legal Sufficiency

Ben Bu 7/7/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

**Business Associate Agreement
Between Covered Entity and Business Associate**

This Business Associate Agreement (“Agreement”) between Palm Beach County, hereinafter referred to as “Covered Entity,” and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division (“Hexagon”), hereinafter referred to as “Business Associate,” is executed to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted by Business Associate on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology for Economic and Clinical Health Act, as amended and any related regulations (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Conflict.** This Agreement is hereby incorporated into all present and future agreements and relationships between Covered Entity and Business Associate pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever. In the event of any conflict between the provisions of any such agreement or relationship and this Agreement, the provisions of this Business Associate Agreement shall prevail.

B. Obligations of Business Associate

Business Associate agrees that to the extent that it may receive, maintain, transmit or create PHI on behalf of Covered Entity it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report in writing to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of Business Associate's discovery of the security incident or breach. Business Associate will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the Covered Entity. The Covered Entity shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Business Associate agrees that, if requested by the Covered Entity to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate for which Business Associate is responsible. If requested by the Covered Entity to make breach notification to affected individuals, Business Associate shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from the Covered Entity;
4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by requiring such subcontractors to sign an agreement with Business Associate that contains, at a minimum, the same provisions as this Agreement;
5. When PHI is otherwise not available to Covered Entity, Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity's obligations under 45 CFR §164.526 as notified by the Covered Entity in writing in such a manner as set forth within the Primary Contracting Document;
7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;

9. 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 the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and the Covered Entity's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Palm Beach County is the Covered Entity, then Business Associate shall protect, defend, reimburse, indemnify and hold harmless the Covered Entity, its agents, employees and elected officers as set forth in Section 9 of the Master Terms for claims arising as a result of a breach of unsecured PHI caused by any act or omission of Business Associate or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Business Associate.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the Covered Entity include any uses or disclosures of PHI permitted by HIPAA that are necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity.

D. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain no copies of the PHI. If return is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return of the PHI infeasible.

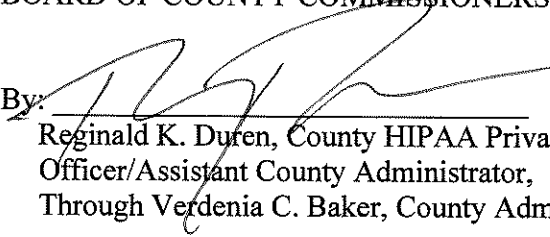
Agreed to this _____ day of _____, 20__.

COVERED ENTITY

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Signature

By: 
Reginald K. Duren, County HIPAA Privacy
Officer/Assistant County Administrator,
Through Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

APPROVED AS TO TERMS
AND CONDITIONS

By: 

WITNESS:

DocuSigned by:

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Signature

Karen Rozak
Name

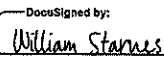
BUSINESS ASSOCIATE

By: Signed by:

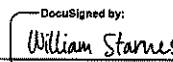
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Signature

Rachel Patrick, Senior Analyst - Finance
Name and Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: DocuSigned by:

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APPROVED AS TO TERMS
AND CONDITIONS

By: DocuSigned by:

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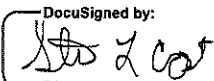


Safety, Infrastructure & Geospatial Division (SIG)
305 Intergraph Way
Madison, AL 35758, USA
T: 1-256-730-2000

CERTIFICATE OF DELEGATED CORPORATE AUTHORITY

I, Steven Cost, in my capacity as President of Intergraph Corporation, through its Hexagon Safety, Infrastructure and Geospatial Division ("Hexagon"), and in accordance with the policies of Hexagon and the actions of its governing board of directors, do hereby authorize the following persons to execute all contracts, documents, and instruments on behalf of Hexagon, binding Hexagon to the terms thereof: Tiffany Taylor; Richard Morris; Amy Kelly; and Rachel Patrick, formerly known as Rachel Bryan. I further authorize the following additional persons to execute non-disclosure agreements, data processing agreements, and certifications or representations of fact on behalf of Hexagon, including without limitation, certifications of the authority of any third-party to deal in Hexagon products, certifications regarding Hexagon's business practices, or confirmations of actions taken by Hexagon: Alice Bertelmann; William (Bill) Starnes; Christopher Tompkins; Patricia (Pat) Thompson; Victor Vasile; Daniel Roach; and Rachel Fewell.

This authorization shall be effective from January 1, 2025 through December 31, 2025, unless sooner revoked in writing. Any third-party relying upon this certificate during the stated period of validity and without actual knowledge of its revocation shall be entitled to so rely.

DocuSigned by:

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Steven Cost
President SIG, Hexagon



Certificate Of Completion

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Source Envelope:

Document Pages: 4

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Karen Rozak

AutoNav: Enabled

Heinrich-Wild-Strasse 9435

Envelopeld Stamping: Enabled

Heerbrugg, Heerbrugg HE 35578

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

karen.rozak@hexagon.com

IP Address: 10.101.81.9

Record Tracking

Status: Original

Holder: Karen Rozak

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karen.rozak@hexagon.com

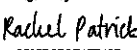
Location: DocuSign

Signer Events

Rachel Patrick
rachel.patrick@hexagon.com
Analyst - Finance
Security Level: Email, Account Authentication (None)

Signature

Signed by:


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Signature Adoption: Pre-selected Style

Using IP Address: 12.74.55.2

Signed using mobile

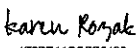
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Karen Rozak
karen.rozak@hexagon.com
Sr. Administrative Assistant
Intergraph Corporation
Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

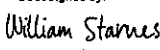
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Electronic Record and Signature Disclosure:
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William Starnes
william.starnes@hexagon.com
Security Level: Email, Account Authentication (None)

DocuSigned by:


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Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

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Certified Delivery Events

Status

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Carbon Copy Events

Status

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