PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 18, 2025	[X] Consent [] Workshop	[] Regular [] Public Hearing		
Department:	Fire Rescue				
	I. EXECU	JTIVE BRIEF			
Medical and Billin Health South Flo	Motion and Title: Staff recommends motion to approve: an Agreement for Disclosure of Medical and Billing Information On Behalf Of A Health Care Provider (Agreement) with Baptist Health South Florida, Inc. (BHSF), which includes a Health Care Provider Third Party Billing Administrator (TPBA) Appointment Form with Digitech Computer LLC (Digitech).				
SUMMARY: The Agreement provides the terms and conditions under which BHSF will provide certain Protected Health Information (PHI) to Palm Beach County Fire Rescue (PBCFR)'s TPBA, Digitech, on behalf of PBCFR. This PHI may be used by Digitech to bill and collect payment for PBCFR's emergency medical transport of patients to BHSF's affiliated facilities. The Health Care Provider TPBA Appointment Form with Digitech is incorporated into the Agreement, and binds Digitech to the terms of the Agreement. Countywide (SB)					
Background and Justification: BHSF, on behalf of its affiliated facilities, centrally maintains the PHI that will be provided by BHSF to Digitech. BHSF requires a written agreement for the purpose of ensuring PBCFR and Digitech only use the PHI for billing and collection of payments, and agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) relating to the PHI.					
Attachment:		!	·		
Agreement for Disclosure of Medical and Billing Information, including a Health Care Provider TPBA Appointment Form					
Recommended b	y:	lo.v. e Chief	ル・メ Date		
Approved by:	Ann	10.70	L-15		
	Fire Rescue	Administrator	Date		
Approved by:	- Clark	nty Administrator	28/25		
	Deputy Cour	ny Auministrator /	∕ Date		

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of F	iscal Impact:				
Capit Oper Exter Progr	al Years tal Expenditures ating Costs mal Revenues ram Income (County) and Match (County)	2026	2027	2028	2029	2030
NET	FISCAL IMPACT	*0				
	DITIONAL FTE TIONS (Cumulative)		-			
Does	m Included in Current Bud this item include the use this item include the use	of Federal Fi	u <mark>nds?</mark> Ye	s <u>X</u> No es No <u>X</u> s No <u>X</u>		
Budg	et Account No.: Fund	<u>1300</u> Dept	<u>440</u> Un	it <u>4210</u> Revs	c/Object <u>4:</u>	<u> 260</u>
B.	Recommended Sources	of Funds/Su	mmary of	Fiscal Impact:		
	* There is no fiscal impact	associated w	ith this iten	ו		
C.	Departmental Fiscal Rev	iew:	rue f	begieu L	1 <u>10/2</u> 0/	25
_		III. <u>REVIEV</u>				
A .	OFMB Fiscal and/or Con OFMB OS 10/21/25 VE 10/21/25	tract Develop	····	MMU ntract Develop	1 Gnac	10 10/23/20 d Control 76, 10.25.2
B.	Legal Sufficiency			/	,	10-23-25 R
	Assistant County Attorne	10/24/25 ey	-			
C.	Other Department Review	w:				
	Department Director		-			

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

AGREEMENT FOR DISCLOSURE OF MEDICAL AND BILLING INFORMATION ON BEHALF OF A HEALTH CARE PROVIDER

This Agreement is made this 1841 day of Wewher , 20 25 (the "Effective Date"), by and between Palm Beach County, by and through its Board of County Commissioners, located at 405 Pike Road West Palm Beach, FL 33411 ("Health Care Provider"), and Baptist Health South Florida, Inc., located at 6855 S Red Road, South Miami, FL 33143, by and on behalf of one or more of its Affiliated Entities, as hereinafter defined (collectively, Baptist Health South Florida and the Affiliated Entities are referred to herein as ("BHSF").

WHEREAS, BHSF is the parent organization of several health care entities including but not limited to, Baptist Hospital of Miami, Inc. ("BHM"), South Miami Hospital, Inc. ("SMH"), Doctors Hospital, Inc. ("DH"), Homestead Hospital, Inc. ("HH"), Mariners Hospital, Inc. ("MH"), West Kendall Baptist Hospital, Inc. ("WKBH"), Fishermen's Health, Inc. d/b/a Fishermen's Community Hospital ("FCH"), Bethesda Hospital, Inc. ("BH"), Boca Raton Regional Hospital, Inc. ("BRRH"), Baptist Health Medical Group, Inc. ("BHMG") and Baptist Outpatient Services, Inc. ("BOS") on behalf of itself and the entities it operates including BHS Ambulatory Surgical Center at Baptist Ltd. d/b/a Baptist Health Surgery Center Kendall ("BHSCK") and Baptist Surgery and Endoscopy Centers, LLC d/b/a Baptist Health Surgery Center South Miami ("BHSCSM") (collectively, the "Affiliated Entities" or individually, an "Affiliated Entity");

WHEREAS, the Health Care Provider, through its Fire Rescue Department transports patients by ambulance to Affiliated Entity Facilities.

WHEREAS, each Affiliated Entity collects and maintains Protected Health Information ("PHI") and is a "Covered Entity", both as defined under the Health Insurance Portability and Accountability Act of 1996, including amendments made thereto and additional obligations imposed by the "Health Information Technology for Economic and Clinical Health Act" contained in Public Law 111-005 (the "HITECH Act"), and/or any additional regulations or guidance promulgated thereunder ("HIPAA"), and which use and disclosure of such PHI is subject to the regulations contained therein, and;

WHEREAS, a Covered Entity's provision of PHI to Health Care Provider so that Health Care Provider may bill and collect payment for transport of patients services provided by Health Care Provider to Covered Entity's facilities is a permitted use or disclosure of PHI under HIPAA, and

WHEREAS, Health Care Provider has requested that each of the Affiliated Entities to which Health Care Provider may transport patients provide certain records and information of Affiliated Entity that includes PHI ("Information") to Health Care Provider's Third Party Billing Administrator (including its agents or subcontractors) ("Health Care Provider TPBA" or "TPBA") so that TPBA, on Health Care Provider's behalf, may bill and collect payment for transport of patients by Health Care Provider to each Affiliated Entity's facilities, and;

WHEREAS, BHSF centrally maintains, on behalf of each of the Affiliated Entities, the Information being requested by Health Care Provider, and;

WHEREAS, to the extent Health Care Provider itself is a Covered Entity as defined under HIPAA, Health Care Provider is similarly subject to the HIPAA regulations, and;

WHEREAS, BHSF and the Affiliated Entities want to ensure Health Care Provider's and TPBA's understanding regarding: disclosure of any Information to Health Care Provider and/or TBPA, Health Care Provider's and TPBA's understanding of their own obligations to comply with HIPAA in their use and disclosure of PHI, and other terms and conditions set forth herein regarding their receipt and use of the Information;

NOW, THEREFORE, Health Care Provider and TPBA each understand and agree to all of the following:

- 1. All of the foregoing recitals are correct and accurate and incorporated herein by reference.
- 2. Notwithstanding anything herein to the contrary, this Agreement is only intended to relate to Information provided for billing purposes to the TBPA in the course of TBPA's service to the Health Care Provider for its Fire Rescue Department.
- 3. Subject to the terms and conditions of this Agreement, BHSF agrees to provide to an appropriately designated TPBA of Health Care Provider on Health Care Provider's behalf certain Information, as BHSF may determine in its sole discretion. BHSF will determine what Information and/or categories of Information will be provided based on BHSF's policies and procedures. Health Care Provider and TPBA understand and agree that all Information remains at all times the sole and exclusive property of BHSF and/or the Affiliated Entities. With

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respect to the Information provided from BHSF, the Health Care Provider and TPBA are only being granted a limited license to use such Information for the sole and limited purpose of allowing TPBA to provide services to Health Care Provider to bill and collect payment (including providing Information to other entities determined to be needed for billing and collection purposes) for professional transport services provided by Health Care Provider to each Affiliated Entity's facilities <u>and for no other purpose whatsoever</u>. No further rights in and to such Information are granted to Health Care Provider or TPBA.

- 4. Health Care Provider will provide written notice to BHSF using the Health Care Provider TPBA Appointment Form (the "Form") attached hereto as Exhibit "A" indicating Health Care Provider's request that BHSF transmit directly to TPBA Information on Health Care Provider's behalf so that TPBA can bill and collect for professional transport services provided by Health Care Provider to each Affiliated Entity's facilities. TPBA will sign such Form which will be incorporated as part of this Agreement, and which will thereby indicate TPBA's acknowledgment and agreement to fully abide by and be subject to the terms and conditions of this Agreement
- 5. The Form must identify each Affiliated Entity from which Health Care Provider is requesting that BHSF provide Information, and complete information regarding the TPBA to which such Information will be provided. BHSF will not provide Information to the TPBA unless and until it receives an appropriately completed Form. BHSF will provide Information to TPBA on behalf of Health Care Provider only for those Affiliated Entities to which Health Care Provider may transport patients.
- 6. Any changes to Health Care Provider TPBA or the Form must be made by submitting a revised and appropriately completed Form to BHSF, which is subject to BHSF's prior written approval as it may determine in its sole discretion. BHSF will not make any changes to Health Care Provider's request/appointment unless and until it receives an appropriately completed and revised Form.
- 7. On behalf of their respective selves Health Care Provider and TPBA each represent and warrant that:
 - a. They will comply with all HIPAA regulations applicable to their use and disclosure of Information received from BHSF;
 - b. TPBA will comply with all HIPAA regulations applicable to Health Care Provider in their use and disclosure of Information received from Covered Entity;
 - c. To the extent required, Health Care Provider has entered into and maintains an appropriate Business Associate Agreement with TPBA that complies with the requirements of the HIPAA regulations; and
 - d. They will ensure that they comply with the terms and conditions of this Agreement and all other applicable regulations and laws in their use of Information received under this Agreement.
- 8. Neither BHSF nor any Affiliated Entity is under any obligation and makes no commitment to provide Health Care Provider and/or Health Care Provider TPBA any Information whatsoever. To the extent that BHSF does provide Information hereunder, it will do so in the format and at the time and frequency that BHSF may determine in its sole discretion, which may change at any time. BHSF PROVIDES ALL INFORMATION "AS-IS" AND WITH NO WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, AND CANNOT AND DOES NOT GUARANTEE OR WARRANT THE AVAILABILITY OR ACCURACY OF ANY SUCH INFORMATION PROVIDED HEREUNDER. BHSF SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HEALTH CARE PROVIDER AND/OR TPBA ARE RESPONSIBLE FOR INDEPENDENTLY VERIFYING THE INFORMATION PROVIDED TO OR ACCESSED BY THEM. BHSF CANNOT GUARANTEE THAT THE PROVISION OF OR ACCESS TO THE INFORMATION WILL BE UNINTERRUPTED OR ERROR-FREE.

BHSF SHALL NOT BE LIABLE TO HEALTH CARE PROVIDER, TPBA, OR ANY OTHER PARTY, UNDER ANY CIRCUMSTANCE, FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY RELATED TO USE OF THE INFORMATION, EVEN IF THE OTHER PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

To the extent permitted by law, TPBA agrees to defend, indemnify and hold BHSF harmless against any losses, expenses, costs or damages (including reasonable attorneys' fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to TPBA's (1) breach of the terms of this Agreement, (2) use, distribution or reliance on any of the Information, (3) the use, distribution or reliance on the Information by any other person, (4) negligent acts or omissions, willful misconduct, or violation of applicable law or regulation.

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Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Health Care Provider acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law against the Health Care Provider to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Health Care Provider while acting within the scope of the employee's office or employment under circumstances in which Health Care Provider, if a private person, would be liable under the general laws of this State.

9. Confidential Information

- (a) To the extent permitted by law "Confidential Information" means information designated as confidential or proprietary or that should be considered as confidential from its nature or from the circumstances surrounding its disclosure, including but not limited to the Information. To the extent permitted by law, Health Care Provider and TPBA acknowledges that the Information, and any and all of BHSF's or Affiliated Entities records, information regarding patients, contractual relationships with third parties and others, and/or information regarding BHSF and its Affiliated Entities business, Facilities, operations, affairs, plans, medical staff, employees, methods and systems, and trade secrets, both as regards BHSF and otherwise are "Confidential Information" of BHSF
- (b) To the extent permitted by law with respect to any Confidential Information received or provided, Health Care Provider and TPBA shall: (i) keep such information confidential; (ii) use the highest degree of care in securing such Confidential Information; (iii) not use the Confidential Information other than for the limited purposes set forth in this Agreement; and (iv) not divulge the Confidential Information to anyone other than their own personnel or agents as permitted hereunder as necessary to make use of the Confidential Information in accordance with the terms and conditions of this Agreement.
- (c) Confidential Information may be disclosed in response to a valid order by a court or other governmental body of the United States or any political subdivision thereof, as otherwise required by law, or as necessary to establish the rights of either party under this Agreement, provided that the party making such disclosure must provide written notice to BHSF prior to such disclosure in order to provide the other party with a reasonable opportunity to obtain a protective order or otherwise protect the confidentiality of such information.
- (d) Health Care Provider and TPBA agree that the breach or threatened breach by Health Care Provider or TPBA of any of the provisions of this Section of this Agreement shall entitle BHSF to seek a permanent injunction or other injunctive relief in order to prevent or restrain any such breach or threatened breach by Health Care Provider and/or TPBA or any of their partners, agents, representatives, servants, independent contractors, or any and all persons or entities directly or indirectly acting for or with them. The rights and remedies of BHSF under this Section shall be in addition to, and not in limitation of, any of the rights, remedies, or damages available to it at law or equity. Health Care Provider and TPBA have carefully read and considered the provisions of this Section of this Agreement, and having done so, agree that the restrictions set forth therein (including, without limitation, the time period of the restrictions set forth therein) are fair and reasonable and are reasonably required for the protection of the interests of BHSF. In the event that, notwithstanding the foregoing, any part of the provisions of this Section shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

10. Violations

a) If Health Care Provider or TPBA violates its obligations under this Agreement such violation constitutes grounds for immediate termination of the Agreement by BHSF and such other action as may be provided for pursuant to BHSF policies and procedures, as well as remedies available pursuant to applicable laws and regulations. Violations of the HIPAA Privacy Rule may also result in criminal or civil violations or sanctions.

11. Miscellaneous

a. <u>Termination</u>. BHSF may terminate this Agreement, any TPBA Form, or cease providing Information at any time whatsoever as it may determine in its sole discretion. Upon any termination of this Agreement, or upon the request of BHSF at any time, Health Care Provider and TPBA will immediately cease using any Information provided to them except to the extent necessary to complete submission of any claims for services provided prior to the effective date of termination. Any Information maintained after termination or expiration of this Agreement shall be subject to all applicable laws and the privacy and confidentiality provision of this Agreement. In the event that Health Care Provider requests that its TPBA be replaced or changed, the replaced TPBA must immediately cease using any Information provided to them and immediately return to BHSF all Information received hereunder.

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Health Care Provider may terminate this Agreement at any time upon notice to BHSF and the TPBA.

- b. <u>Amendment.</u> The Parties agree to take such action as is necessary to amend this Agreement from time to time as BHSF may determine in its sole discretion as is necessary for BHSF to comply with the requirements of the Health Insurance Portability and Accountability Act, Public Law 104-191, to maintain its tax-exempt status, or to otherwise comply with any applicable law or regulation.
- c. <u>Applicable Law; Remedies; No Third Party Beneficiaries.</u> This Agreement shall be governed by the laws of the State of Florida and the United States. Any disputes arising hereunder shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Palm Beach County or Miami-Dade County Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

- d. <u>No Compensation</u>. Nothing in this Agreement nor the Information provided is intended to exercise influence over the reason or judgment of Health Care Provider or any physicians associated with Health Care Provider with respect to referrals and in no way is contingent upon the admission, recommendations, referrals, or any other form of arrangement by Health Care Provider or any associated physicians of any item or service offered by BHSF or its Affiliated Entities.
- e. <u>Survival</u>. Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.
- f. <u>Interpretation</u>. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.
- g. <u>Severability</u>. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

h. <u>Human Trafficking Affidavit</u>.

Hospital warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Hospital has executed **Exhibit B**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of Page Intentionally Left Blank)

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

BAPTIST HEALTH SOUTH FLORIDA INC "BHSF":

Name:	Matt Arsenault
Signature:	Doubling by:
Date:	9/25/2025 6:30 AM EDT
Title:	EVP CFO Baptist Health SF
Palm Beach Cou	inty "HEALTH CARE PROVIDER":

ATTEST: MICHAEL A CARUSO, Clerk of the Circuit Court & Comptroller	PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS	
By:	Ву:	
Deputy Clerk	, Mayor	

APPROVED AS TO FORM AND **LEGAL SUFFICIENCY**

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

EXHIBIT A HEALTH CARE PROVIDER TPBA APPOINTMENT FORM

	<u>ner</u>	ALIH CARE PROVIDER IPBA	APPOINTIVIENT FURIVI		
conditions of the between Palm B	e AGREEMENT FOR DISCLOS leach County, by and throu (SF") dated	SURE OF MEDICAL AND BILL gh its Board of County Com	ING INFORMATION ON BE imissioners, ("Health Care	art of, and subject to the terms EHALF OF A HEALTH CARE PROV Provider") and Baptist Health S ed herein shall have the meaning	/IDER South
The Health Care	Provider is responsible for th	ne completion of this Form a	nd must obtain all necessa	ary and relevant information from	n the
TPBA required to	complete the form and mai	ntain the information currer	t.		
1. <u>Health Care Pr</u>	ovider ("Health Care Provid	<u>ler"):</u>			
Name: <u>Palm Be</u>	each County, for its Fire Resc	ue Department		: : : :	
Address:	405 Pike Road				
	West Palm Beach, FL 3341	<u>1</u>		· · ·	
Contact:	Patrick Kennedy			:	
Title:	Fire Chief Administrator			•	
Phone:	561-616-7001			:	
E-mail:	PKennedy@pbc.gov				
Note: If Health Care Provider is a Physician Group, the Group must provide along with this form a list of <u>all</u> Physician Group members and will be responsible for promptly providing any changes or updates to such list. If necessary, you may document "see attached" below and upload a list of all Physician Group members here:					
j necessury, you	may document see attach	ea below and upload a list	of all Physician Group men	nbers nere:	
List of Physici	an Group Members (Include	e all medical staff members	in the group, including nar	ne and NPI) serviced by this TPB	A
N/A					
····					
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N/A I I I I I I I I I I I I I I I I I I I	·····
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2. Third Party Billing Administrator ("TPBA"):

Note: If Health Care Provider is serviced by more than one TPBA, a separate Health Care Provider TPBA Appointment Form is required for each TPBA.

Group Name:

Digitech Computer LLC

Address:

480 Bedford Road

Suite C-202

Chappagua, NY 10514

Contact:

Walter C. Pickett II

Title:

<u>CEO</u>

Phone:

(914) 471-1919

E-mail:

wpickett@digitechcomputer.com and compliance@digitechcomputer.com

3. Affiliated Entities from which Health Care Provider is requesting Information

(Please check each entity that applies – Health Care Provider may only request that Information be provided for only those Affiliated Entities to which Health Care Provider may transport patients):

Χ	Baptist Hospital of Miami	Х	Fishermen's Community Hospital
Х	Baptist Health Surgery Center Coral Gables	X	Homestead Hospital
Χ	Baptist Health Surgery Center Kendall	Х	Mariners Hospital
Х	Baptist Health Surgery Center South Miami	X	Miami Cancer Institute
Х	Bethesda Hospital	Х	South Miami Hospital
Х	Boca Raton Regional Hospital	Х	West Kendall Baptist Hospital
Х	Doctors Hospital	Х	Baptist Outpatient Services
	Other:		

4. Acknowledgement and Agreement

- a. Health Care Provider is requesting that TPBA listed above be provided Information on behalf of Health Care Provider, subject to the terms and conditions of the Agreement.
- b. TPBA acknowledges that it has read and fully understands the terms and conditions of the Agreement and understands that this Exhibit becomes a part of the Agreement as if fully set forth therein. TPBA agrees that by signing this Exhibit to the Agreement, TPBA becomes fully bound by the terms and conditions of the Agreement and agrees to abide thereby and be subject thereto. TPBA warrants that the person signing this Exhibit on its behalf has the full authority to bind TPBA to the terms and conditions of the Agreement.

(Remainder of Page Intentionally Left Blank)

THIRD PARTY BILLING ADMINISTRATOR "TPBA":	
Name: Walter C. Pickett II	
Signature: Under (Pickelf !!	
Date: 9/24/2025 8:19 AM EDT	
Title: CEO	
Palm Beach County "HEALTH CARE PROVIDER":	
ATTEST:	PALM BEACH COUNTY, FLORIDA BY ITS
MICHAEL A CARUSO,	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court & Comptroller	
·	
By:	Ву:
Deputy Clerk	Mayor
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
By: Yun /Sur	By: M
County Attorney	Fire Rescue
	\sim
ACCEPTED BY BHSF:	
Name: Matt Arsenault	
Signature: 7	
Date: 9/25/2025 6:30 AM EDT	

EVP CFO

Title:

Exhibit B

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Baptist Health South Hovida, Inc. (BHSF) and attest that BHSF does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, thereby declare and affirm that the above stated facts are true and correct. Matthew Arsenault, EVP/CFO (printed name and title of officer or representative) (signature of officer or representative) State of Florida, County of Palm Beach Sworn to and subscribed before me by means of \square physical presence or \square online notarization this, day of September, 2025, by Matthew Arsenault. Personally known \boxtimes OR produced identification \square . Type of identification produced _ **EVELYN RODRIGUEZ** ry Public - State of Fig ission # HH 635969 My Commission Expires: Comm. Expires Mar 4, 2029 through National Notary Assn State of Florida at large

(Notary Seal)

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NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.) THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____ Digitech Computer LLC (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declar and correct.	are and affirm that the above stated facts are true
Limit	Walter C. Pickett II, CEO
(signature of officer or representative)	(printed name of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by meathis, day of Cotober_	ans of physical presence or online notarization 2025 by wouler pickett
Personally known Q OR produced identif	fication .
Type of identification produced	·
NOTARY PUBLIC	
My Commission Expires: AMAN	DA COMPTON
State of Florida at large NOTARY PUBLI	C-STATE OF NEW YORK
	1CO6382673
Qualified in	Westchester County

My Commission Expires 10-29-2026

(Notary Seal)