



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Personal Services	_____	_____	_____	_____	_____
Operating Expenses	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
External Revenues	(\$20,000)	_____	_____	_____	_____
Grants & Aids	\$20,000	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<b>\$0</b>	_____	_____	_____	_____

**# ADDITIONAL FTE POSITIONS (Cumulative)**      0                      0                      0                      0                      0

Is Item Included In Current Budget?    Yes   X      No \_\_\_\_\_  
 Is this item using Federal Funds?      Yes   X      No \_\_\_\_\_  
 Is this item using State Funds?        Yes \_\_\_\_\_ No   X  

Budget Account Exp No: Fund 1436 Dept. 662 Unit 5704 Obj. 8101  
 Rev No: Fund 1436 Dept. 662 Unit 5704 Rev. 3129

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

Fund: 1436 Justice Services Grant Fund  
 Unit: 5704 DOJ Crisis Stabilization & Reentry

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]* 1/16/26

**III. REVIEW COMMENTS**

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

*[Signature]* 1/28/2026      *[Signature]* 1/29/26  
 OFMB                      Contract Dev. And Control  
 MD 1/28                      26 1.29.26

**B. Legal Sufficiency:**

*[Signature]* 2/2/2026  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

**Background and Justification continued from page 1.**

**Background and Justification:** PBC Reentry has developed a Strategic Plan for providing effective and coordinated reentry services to those returning from incarceration. The programs are intended to reduce recidivism among returning residents who are transitioning back to Palm Beach County as well as reduce future victimization, enhance public safety and improve the lives of communities, victims, and returning residents.

**CONTRACT FOR  
ADULT REENTRY HEALTH SERVICES  
HEALTH CARE DISTRICT OF PALM BEACH COUNTY  
ID# 1111004790**

**THIS CONTRACT FOR ADULT REENTRY HEALTH SERVICES (“Contract”)** is made on the March 3rd, 2026, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (“COUNTY”) and the Health Care District of Palm Beach County and its Affiliate (“ENTITY”), whose Federal I.D. is 65-0145123. COUNTY and ENTITY are collectively referred to as the Parties, and each is a Party.

The Parties acknowledge that District Clinic Holdings, Inc. (“Affiliate”) is an affiliated entity of ENTITY, which was formed to operate, support, maintain or manage one or more Federally Qualified Health Centers providing primary health care services for Palm Beach County residents.

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

**ARTICLE 1 — SERVICES**

The ENTITY’s responsibility under this Contract is to provide adult reentry health services, as more specifically set forth in the Scope of Work detailed in Exhibit “A”.

The COUNTY’s representative/liaison during the performance of this Contract shall be Nicole Bishop, telephone no. 561-355-1723.

The ENTITY’s representative/liaison during the performance of this Contract shall be the Chief Executive Officer, telephone no. 561-804-5600.

**ARTICLE 2 — SCHEDULE**

The ENTITY shall commence services retroactive to October 1, 2025, and cease providing services on September 30, 2026. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on October 1, 2025 notwithstanding the date the Contract is executed by the COUNTY.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

**ARTICLE 3 — PAYMENTS TO ENTITY**

The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, “out of pocket” expenses (specified in paragraph C below) shall not exceed a total Contract amount of Twenty Thousand (\$20,000) Dollars (the “Initial Funding”). The ENTITY shall notify the COUNTY’s representative in writing when ninety percent (90%) of the Initial Funding has been reached. Once the Initial Funding is reached, the ENTITY shall either (i) notify the COUNTY and discuss potential availability of additional funding (“Supplement Funding”), which may be considered at the COUNTY’s sole discretion and subject to the availability of funds, or (ii) stop all work and cease providing services under this Contract. Any agreed Supplemental Funding under this Contract is subject to an amendment to the Contract and

approval by the Palm Beach County Board of County Commissioners. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- A. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for Payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- B. "Out of Pocket" expenses will be reimbursed up to an amount not to exceed Zero (\$0) Dollars and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- C. Final Invoice: In order for both Parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY's final/last billing to the COUNTY. Such final invoice shall be due the month following the completion of services to the COUNTY per Article 2 above. This final invoice shall constitute the ENTITY's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the ENTITY.
- D. In order to do business with the COUNTY, entities are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service ("VSS") system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the ENTITY intends to use sub-contractors, the ENTITY must also ensure that all sub-contractors are registered as sub-contractors in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. The COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

#### **ARTICLE 4 — TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the ENTITY's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate,

incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside entities. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 — TERMINATION**

This Contract may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the ENTITY or by either Party without cause upon ten (10) business days' written notice to the other Party. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 — PERSONNEL**

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY's personnel (and all sub-contractors), while on the COUNTY premises, will comply with all the COUNTY requirements governing conduct, safety, and security.

#### **ARTICLE 7 — SUB-CONTRACTING**

The COUNTY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractors in order to make a determination as to the capability of the sub-contractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in sub-contracting opportunities. If a sub-contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-contractor to complete the work in a timely fashion,

the ENTITY shall promptly do so, subject to acceptance of the new sub-contractor by the COUNTY.

**ARTICLE 8 — FEDERAL AND STATE TAX**

Both Parties are exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE 9 — AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 10 — INSURANCE**

The ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The ENTITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal, or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY's review or acceptance of insurance maintained by the ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the ENTITY under this Contract.

A. **Commercial General Liability:** The ENTITY shall maintain Commercial General Liability at a limit of liability not less than Five Hundred Thousand (\$500,000) Dollars combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to the COUNTY upon request.

B. **Workers' Compensation Insurance & Employers Liability:** The ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. **Professional Liability:** The ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than One Million (\$1,000,000) Dollars for each occurrence, and Two Million (\$2,000,000) Dollars per aggregate. When a self-insured retention ("SIR") or deductible exceeds Ten Thousand (\$10,000) Dollars, the COUNTY reserves the right, but not the obligation, to review and request a copy of the ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, the ENTITY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period ("SERP") during the term of this

Contract, the ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. **Waiver of Subrogation:** Except where prohibited by law, the ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees, and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the ENTITY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the ENTITY enter into such an agreement on a pre-loss basis.

E. **Certificate(s) of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by the COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
And may be addressed:  
c/o Public Safety  
Jessica Hidalgo  
20 South Military Trail  
West Palm Beach, FL 33415

F. **Right to Revise or Reject:** The COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

**ARTICLE 11 — INDEMNIFICATION**

Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, the ENTITY shall defend, indemnify, and hold the COUNTY, its agents, employees, and elected officers harmless from and against all claims, actions, or damages arising during and as a result of the negligence of the ENTITY's officers, agents, and employees in connection with the performance of the terms of this Contract up to the amount of this Contract.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, by the ENTITY nor shall the same be construed to constitute agreement by the ENTITY to indemnify the COUNTY for COUNTY's negligent, willful, or intentional acts or omissions or to be sued by a third party.

**ARTICLE 12 — SUCCESSORS AND ASSIGNS; ASSIGNMENT**

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators, and assigns to the other Party and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey, or transfer its interest in this Contract without the prior written consent of the other.

**ARTICLE 13 — LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Contract will be held in a court of competent jurisdiction located in Palm Beach 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 provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or the ENTITY.

**ARTICLE 14 — CONFLICT OF INTEREST**

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest, or other circumstance which may influence or appear to influence the ENTITY's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest, or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

**ARTICLE 15 — EXCUSABLE DELAYS**

The ENTITY shall not be considered in default by reason of any failure in performance if such

failure arises out of causes reasonably beyond the control of the ENTITY or its sub-contractors and without their fault or negligence. Such causes include but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY's failure to perform was without it or its sub-contractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 — ARREARS**

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 — DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, databases, reports, and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports, and any other materials produced hereunder shall be subject to disclosure, inspection, and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

#### **ARTICLE 18 — INDEPENDENT CONTRACTOR RELATIONSHIP**

The ENTITY is and shall be, in the performance of all work, services, and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY's sole direction, supervision, and control. The

ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

Neither Party has the power or authority to bind the other Party in any promise, agreement, or representation.

**ARTICLE 19 — CONTINGENT FEES**

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 — ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this Article 20 for the purpose of inspection or audit during normal business hours, at the ENTITY's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed the COUNTY contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

**ARTICLE 21 — NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ENTITY warrants and represents that throughout the term of this Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, or genetic information. Failure to meet this requirement shall be considered a default of this Contract.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ENTITY shall not discriminate on the

basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for sub-contractors, vendors, and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in the COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The ENTITY shall include this language in its sub-contracts.

**ARTICLE 22 — AUTHORITY TO PRACTICE**

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The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 23 — SEVERABILITY**

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If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24 — PUBLIC ENTITY CRIMES**

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As provided in Section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, sub-contractors, and the entities who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

**ARTICLE 25 — MODIFICATIONS OF WORK**

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The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the ENTITY of the COUNTY's notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the

Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 — NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Stephanie Sejnoha, Director  
Public Safety Department  
20 South Military Trail  
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, FL 33401

If sent to the ENTITY, notices shall be addressed to:

Darcy J. Davis, Chief Executive Officer  
1515 N. Flagler Dr., Suite 101  
West Palm Beach, FL 33401

With copy to:

General Counsel  
1515 N. Flagler Drive, Suite 101  
West Palm Beach, FL 33401

**ARTICLE 27 — ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the ENTITY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25, Modifications of Work.

**ARTICLE 28 — CRIMINAL HISTORY RECORDS CHECK**

The ENTITY, the ENTITY'S employees, sub-contractors of the ENTITY and employees of sub-contractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY

acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions as amended. THE COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY shall make every effort to collect the badges of its employees and its sub-contractors' employees upon conclusion of the Contract and return them to the COUNTY. If the ENTITY or its sub-contractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated the ENTITY employee or sub-contractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 29 — REGULATIONS; LICENSING REQUIREMENTS**

The ENTITY shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The ENTITY is presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered.

#### **ARTICLE 30 — SCRUTINIZED COMPANIES**

- A. As provided in Section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, sub-contractors, and the ENTITY'S who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes.
- B. When Contract value is greater than One Million (\$1,000,000) Dollars: As provided in Section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, sub-contractors and the ENTITY's who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by the ENTITY, this Contract may be terminated and a civil penalty equal to the greater of Two Million (\$2,000,000)

Dollars) or twice the amount of this Contract shall be imposed, pursuant to Section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

**ARTICLE 31 — PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, both Parties to this Contract shall comply with the requirements of this Section 119.0701, F.S. as it may be amended from time to time. The Parties are specifically required to:

- A. Keep and maintain public records required by the Parties to perform services as provided under this Contract.
- B. Upon request from a custodian of public records, provide the requesting custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Parties further agrees that all fees, charges, and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract. Both Parties are familiar with the requirements of Florida's public records laws and will comply therewith. Failure of either Party to comply with the requirements of this article shall be a material breach of this Contract.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EITHER PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680, AND HEALTH CARE DISTRICT OF PALM BEACH COUNTY AT (561) 642-1022, [RECORDSCUSTODIAN@HCDPBC.ORG](mailto:RECORDSCUSTODIAN@HCDPBC.ORG) 1515 N. FLAGLER DR., SUITE 101, WEST PALM BEACH, FL 33401 FOR THE ENTITY.**

**ARTICLE 32 — COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The ENTITY shall execute by manual means only, unless the COUNTY provides otherwise.

**ARTICLE 33 — E-VERIFY EMPLOYMENT ELIGIBILITY**

The Parties warrant and represent their compliance with Section 448.095, Florida Statutes, as may be amended, and that they: (1) have registered with the E-Verify System (E-Verify.gov), and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) have verified that all subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The Parties shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or sub-contract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. The Parties shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the sub-contract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

Either Party may terminate this Contract if it has a good faith belief that the other Party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

**ARTICLE 34 — DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the ENTITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of Fifty Thousand (\$50,000) Dollars or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

*(Remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Sara Baxter, Mayor

ATTEST:  
MIKE CARUSO, CLERK AND  
COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

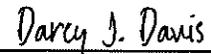
By:   
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department or Division Director

ENTITY:

Health Care District of Palm Beach County  
Company Name

Signed by:  
  
Signature 77A3B53589A1477...

Darcy J. Davis

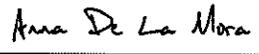
Typed Name

CEO  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

DocuSigned by:  
By:   
Bernabe A. Icaza, Esq. 00B6F7DB6706434...  
General Counsel  
Health Care District of Palm Beach County

WITNESS:

DocuSigned by:  
  
Signature 9B19730349BF41B...

Anna De La Mora  
Typed Name

(corp. seal)

## **SCOPE OF WORK**

### **Health Care District Community Health Centers**

#### **OVERVIEW**

Palm Beach County Public Safety Department Division of Justice Services Reentry (hereinafter "PBC Reentry") provides reentry services through a voluntary program that is data-driven and evidence-based. Reentry services help reintegrate individuals returning from incarceration into the community by creating opportunities with the overall objective to reduce recidivism, increase the number of people who successfully complete the reentry program, and increase public safety. PBC Reentry is the recipient of funding from the local, state, and federal levels.

By entering into this Contract, ENTITY agrees that it is a sub-recipient of the funds provided to PBC Reentry from the U.S. Department of Justice ("DOJ"), Bureau of Justice Assistance ("BJA") and is subject to the terms and conditions for receipt of funds imposed by the entity as set forth in this Contract or as communicated in writing by COUNTY to ENTITY

#### **CLIENT ELIGIBILITY FOR ALL SERVICES**

Eligible reentry participants must be at risk of recidivating based on a PBC Reentry selected, validated risk/needs assessment and be identified as having challenges and a need for reentry services. The City of Riviera Beach Reentry Center ("RB") staff will refer eligible reentry participants to ENTITY. ENTITY agrees to serve reentry participants returning to Belle Glade, Pahokee, and/or South Bay. Reentry participants MUST have completed the assessment/evaluation process with a PBC Reentry contracted case manager.

#### **SERVICE RECORDS AND DOCUMENTATION**

ENTITY must be able to document all service notes within three (3) business days or as determined by PBC Reentry. Documentation includes, but is not limited to, case notes, scanned documents, and other paperwork/forms, supervisory review notes, participant demographics, and other relevant information. ENTITY will provide documentation to PBC Reentry with patient's consent for PBC Reentry to enter into the PBC selected case management database.

Paperwork required by PBC Reentry must be scanned and uploaded into the PBC Reentry selected case management database and must remain unaltered.

When completing documented case notes, ENTITY will ensure notes are dated, detailed, address reentry participants' involvement with their plan(s), and document reentry participants' progress or lack thereof towards goal/objective attainment. ENTITY staff will ensure a case note is completed for every contact made with reentry participants as well as for every contact made on behalf of reentry participants. Each documented contact, event, and/or activity must be documented individually and must be dated.

All records must be maintained and accessible to PBC Reentry and PBC Reentry funders for seven (7) years following the end of the contract period provided all the necessary consents are obtained by the participants to release any protected health information.

In order for ENTITY to carry out the Scope of Work described herein, PBC Reentry agrees to maintain the appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of any PHI provided by ENTITY to COUNTY including, without limitation, PBC Reentry, in accordance with the Business Associate Agreement attached hereto as Exhibit "C".

#### **REQUIRED COORDINATION OF SERVICES**

ENTITY will be required to refer reentry participants to agencies located in Belle Glade, South Bay, and/or Pahokee as identified needs for the patient's social determinants of health. ENTITY is responsible for ensuring that all external agencies utilized by ENTITY comply with all terms and conditions of this Contract at all times. ENTITY is responsible for conducting quality assurance monitoring at least once annually on each external agency used by ENTITY to provide services for participants served under this Contract. ENTITY is responsible for documenting and reporting to PBC Reentry any findings of noncompliance with this Contract and proposed and implemented corrective action.

#### **REQUIRED MEETINGS AND EVENTS**

ENTITY will be required to meet with PBC Reentry program staff on a monthly basis, or at the PBC Reentry Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC Reentry's reentry system. ENTITY should be available for other reentry trainings and events, as jointly determined by PBC Reentry and ENTITY.

#### **PROGRAM EVALUATIONS AND CONTRACT MONITORING**

To ensure programs are achieving desired outcomes and being implemented with fidelity, ENTITY must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration and quality of service delivery, participant responsiveness, and program differentiation. PBC Reentry staff will monitor contracts at least twice per year for compliance and ENTITY will submit a Corrective Action Plan with included methodology on tracking programmatic improvements based on findings, if items requiring corrective action are identified.

#### **NON-COMPLIANCE**

ENTITY will not be compensated for services that fail to comply with this Scope of Work or the Contract.

#### **SCOPES OF WORK/GUIDELINES TO BE DELIVERED BY ENTITY**

- A. Pre and Post Release Behavioral Health Services
- B. Terms and Conditions by Other Funding Sources.

### **A. PRE AND POST RELEASE BEHAVIORAL HEALTH SERVICES**

#### **PROGRAM OUTCOMES**

To evaluate and assess the needs of the reentry program, ENTITY must provide the following performance metrics to the PBC Reentry Coordinator for entry:

- Total participants served by the program.
- Number of participants receiving at least one drug test.

**Exhibit "A"**

- Number of participants testing positive at least once from a random drug/alcohol test.
- Number of individuals with alcohol and/or opioid use disorders having been identified as eligible for Medication Assisted Treatment ("MAT").
- Number of participants receiving the following: Crisis services, Cognitive behavioral therapies, Substance use disorder treatment, Mental Health Treatment, Recovery, Other.

**PRE- & POST-RELEASE OVERVIEW**

ENTITY must be able to provide behavioral health support services within a reasonable amount of time as determined by PBC Reentry.

**OUTREACH/ENGAGEMENT*****Initial Referral***

Participants will be assigned to ENTITY by RB or PBC Reentry staff. The referral process and required services as follows:

**Jail:**

For individuals sentenced to jail and being released within thirty (30) days or less, ENTITY must meet with the participant in person, when possible, to complete an intake, medical assessment and discuss behavioral health services within four

(4) business days from referral to RB or PBC Reentry staff will assist by scheduling and obtaining the individual's consent to this in-person meeting. Additionally, RB or PBC Reentry staff will advise ENTITY staff of any guidelines and safeguards that must be followed under applicable Department of Corrections' and funding sources' protocols. If, for any reason, the scheduled in-person meeting does not take place, ENTITY staff will document the reasonable extenuating circumstance(s) that may have prevented the in-person meeting. Thereafter, and with the assistance of RB or PBC Reentry staff, ENTITY will make at least three (3) attempts at contact prior to the individual's release date, unless the jail referral is made within 24 hours of the individual's release date, and document these attempts and contacts in the PBC Reentry selected case management database. Attempts must occur at least once per week for three (3) weeks.

ENTITY must maintain a physical presence in PBC's rural western region. This region includes Belle Glade, Pahokee, South Bay, Lake Harbor, Canal Point, and the surrounding areas.

**INTAKE/ENROLLMENT**

The participant intake and enrollment process will vary depending on whether ENTITY Behavioral Health Counselors ("BHC") have either made pre-release contact or not made pre-release contact as described in the Initial Referral section above. Instances where pre-release contact was not made may include participant walk-ins to The City of Riviera Beach Reentry Center (Glades area office), referrals from another agency, and other circumstances where pre-release contact was not possible.

If pre-release contact has been made with participants, ENTITY BHC must, subject to the participant's written consent:

- Complete all required PBC Reentry mandated and agency required pre-release and assessment forms during the scheduled in-person assessment and upload forms into the PBC Reentry selected case management database within one (1) day of assessment completion.

**SERVICES**

Assessments, Responsibilities, and Release Plans

ENTITY must complete the below assessments/release plans or develop an Individualized Reentry Plan ("IRP") that encompasses the below assessments/release plans:

1. ENTITY will deliver clinical services to individuals participating in the crisis stabilization reentry program. This includes conducting behavioral health assessments, and administering treatments in accordance with established protocols and best practices.
2. ENTITY will assist in the coordination of care transitions for patients transitioning into and out of the crisis stabilization reentry program. This involves collaborating with other healthcare providers, social service agencies, and community resources to ensure continuity of care and support for patients as they move through different phases of treatment and recovery.
3. ENTITY will implement behavioral health interventions to address the mental health and substance use needs of program participants. This may include individual and group counseling, psychoeducation, and relapse prevention strategies to promote recovery and well-being.

**B. TERMS AND CONDITIONS BY OTHER FUNDING SOURCES**

ENTITY must adhere to the terms and conditions from all funding sources for reentry services.

SUB-CONTRACTS MINIMUM REQUIREMENTS

ENTITY must incorporate the terms and conditions of this Contract into any sub-contract.

*Remainder of page intentionally left blank*

**FY 26 Schedule of Payments**

To accommodate program needs, the County may reallocate funding within ENTITY’s budget between service categories without amending this Contract subject to the ENTITY’s written approval.

ENTITY will prepare and submit complete and accurate monthly invoices electronically via SAMIS for all service categories to the PBC Reentry Public Safety Department (“PSD”) by the 15th day of the subsequent month. Invoices will be reviewed and approved by PBC Reentry’s representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the PBC PSD Finance Division for payment.

In the event that PBC Reentry or its Finance Department returns invoices to ENTITY for revisions or additional information, ENTITY must within five (5) business days of receipt of the invoice resubmit returned invoices.

**FY 26 Budget Worksheet**

<b>A. BEHAVIORAL HEALTH TREATMENT/SERVICES</b>	
Behavioral Health Treatment/Services, BJA	\$20,000.00
<b>SUBTOTAL BEHAVIORAL HEALTH TREATMENT/SERVICES</b>	\$20,000.00
<b>TOTALS</b>	
A. BEHAVIORAL HEALTH TREATMENT/SERVICES	\$20,000.00
<b>TOTAL PROJECT BUDGET</b>	\$20,000.00

\*BJA funding is for enrolled reentry participants incarcerated or released. The time frame for performance and payment is set forth in Articles 2 and 3 of the underlying Contract.

**COMPENSATION CHART- Services must be delivered in accordance with the chart below**

**Client Support Services:** Items not listed on the compensation chart may be considered as an allowable expense upon approval by PBC Public Safety Department staff and with Ad Valorem funds only

Category	Positions	Rate	Scope of Work	Requirements
Behavioral Health Services	Behavioral Health Consultant	\$60/hr	Intake	Individual staff activity logs documented time spent specifically on the Crisis Stabilization and Community Reentry ("CSCR") project.
	Office Coordinator	\$35/hr	Pre and Post Release Coordination with case managers and patients	
	Admin/Operations	\$65/hr	Reporting/Meetings	
	IT/Analytics	\$55/hr	Data Analytics	
	Referral Coordinator	\$30/hr	Coordinator of care for follow up specialties including Psych services	

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

This Business Associate Agreement ("Agreement") between Palm Beach County, hereinafter referred to as "Business Associate," and the Health Care District of Palm Beach County, together with all of its divisions and subsidiaries, hereinafter referred to as "Covered Entity," is executed to ensure that Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted 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, the HITECH Act, and other applicable law.
4. **Conflict.** This Agreement is hereby incorporated into all past, 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 it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Furthermore, Business Associate shall use or disclose PHI (i) solely for the benefit of Covered Entity and only for the purpose of performing services, including data aggregation services, for Covered Entity as such services are defined in the Business Arrangements between Covered Entity and Business Associate, and/or (ii) as necessary for the proper management and administration of Business Associate to carry out its legal responsibilities, provided that such uses are permitted under federal and state law;

2. Only disclose PHI in accordance with the minimum necessary standard to accomplish the intended purpose of the disclosure and consistent with the Covered Entity's minimum necessary policies and procedures, and will be provided upon the Business Associate's request. Except to the extent necessary to perform its obligations under the Business Arrangements, Business Associate may not de-identify PHI received from, or created on behalf of, Covered Entity without the express written authorization of Covered Entity;
3. 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. Business Associate acknowledges and agrees that the Business Associate will comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 to the same extent as if it were a Covered Entity. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable, and indecipherable to individuals that are not authorized to acquire or have access to such PHI. Such technology safeguards should meet or exceed security guidance issued by the United States Department of Health and Human Services;
4. Report immediately to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including reporting in writing of any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) (collectively referred to as a "HIPAA Breach"), as well as any "breach" of unencrypted "personal information" as those terms are defined by section 501.171, Florida Statutes, of individuals receiving care under the contract between the Covered Entity and the Business Associate's Division of Justice Services, no later than 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 of HIPAA Breach(es) to the Covered Entity. The Covered Entity shall have sole control over the timing and method of breach notification of HIPAA Breach(es) 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 of HIPAA Breach(es) to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the Covered Entity to make breach notification of HIPAA Breach(es) 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. The parties recognize that the significant number of meaningless attempts to, without authorization, access, use, disclose, modify, or destroy ePHI makes real-time reporting of Unsuccessful Security Incidents infeasible, and this Agreement constitutes notice from Business Associate of such Unsuccessful Security Incidents to Covered Entity. "Unsuccessful Security Incidents" shall be defined as pings and other broadcast attacks on Business Associate's perimeter infrastructure or firewall; unsuccessful port scans; unsuccessful log-in attempts; unsuccessful denials of service; unsuccessful malware, virus, ransomware, and/or phishing attempts; and/or any

combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification, and/or destruction of ePHI or interference with an information system;

5. 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;
6. 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 thirty (30) days of a request;
7. 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. Prior to allowing the amendment, Business Associate shall notify the Covered Entity of the request to amend and ascertain if there are any legitimate objections to the amendment. In the event that Covered Entity accepts an amendment to the Designated Record Set, Business Associate agrees to incorporate any amendments to PHI in accordance with 45. C.F.R. 164.526;
8. 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 thirty (30) calendar days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528, as amended by section 13405(c) of the HITECH Act and any related regulations or guidance in accordance with such provision. In the event that Business Associate receives a request for an accounting it shall notify Covered Entity within five (5) business days of receipt of such request;
9. 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;
10. 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;
11. 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

12. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program (if the Covered Entity is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.

**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 or any provision of HIPAA, the HITECH Act, or applicable federal and/or state law or regulation relating to the privacy and security of PHI.
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 destroy or return to the Covered Entity by a secure method, 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. Any destruction of PHI should be accompanied by certification of secure destruction. 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. Business Associate further agrees to comply with HIPAA, the HITECH Act, and other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

**(Signature Page Follows)**

