

**AGREEMENT BETWEEN BROWARD COUNTY AND
THE STATE OF FLORIDA, DEPARTMENT OF HEALTH
FOR PATIENT PRESCRIPTION MEDICATIONS**
AGREEMENT NUMBER: 2018-FDOH-BARC-OPM

This Agreement (“Agreement”) is made by and entered into between Broward County, a political subdivision of the State of Florida (“County”), and the State of Florida, Department of Health, an agency of the State of Florida (“DOH-Broward”). County and DOH-Broward are collectively referred to as the “Parties.”

RECITALS

A. The Parties desire to continue providing medically necessary pharmaceuticals to indigent or uninsured Clients at reasonable costs.

B. County’s Procurement Code provides for and authorizes County to obtain goods from another government agency, which has obtained those goods through a competitive bid process.

C. DOH-Broward obtains its pharmaceuticals through the group purchasing organization Minnesota Multistate Contracting Alliance for Pharmacy, in which membership is limited to government facilities that provide healthcare services.

D. The services provided under this Agreement serve a public purpose.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **BARC** means the Broward Addiction Recovery Division.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the Broward Addiction Recovery Division. The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement, but the Scope of Services may not be changed through such instructions and determinations except as otherwise provided in this Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with DOH-Broward and to manage and supervise execution and completion of the Scope of Services and other terms of this Agreement.
- 1.4. **County Administrator** means the administrative head of County appointed by the Board.
- 1.5. **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.6. **CBE** is a County Business Enterprise and means a small business certified as meeting the requirements of Section 1-81 of the Broward County Code of Ordinances.

- 1.7. **Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”)** means a free, voluntary group purchasing organization operated and managed by the Materials Management Division of the State of Minnesota’s Department of Administration for government-run healthcare facilities. MMCAP combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts.
- 1.8. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year ending September 30th.
- 1.9. **Prescription** has the meaning stated in Section 893.02(24), Florida Statutes.
- 1.10. **Project** means the services described in Article 2 and Exhibit A.
- 1.11. **Repository** means County’s Human Services Department Repository, under the Office of Evaluation and Planning. Documents for the Repository will be submitted to Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.

ARTICLE 2. SCOPE OF SERVICES

DOH-Broward must provide all services stated in this Agreement. The Scope of Services is a description of DOH-Broward’s obligations and responsibilities and includes prerequisites and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion renders performance by DOH-Broward impractical, illogical, or unconscionable.

ARTICLE 3. TERM OF AGREEMENT

- 3.1. The term of this Agreement begins October 1, 2018, and ends September 30, 2019 (“Initial Term”). This Agreement may be renewed by County’s Contract Administrator for up to four (4) additional one-year Option Periods. The Contract Administrator must notify in writing DOH-Broward of its intent to renew at least five (5) calendar days before the expiration of the then-current term of the Agreement. The continuation of this Agreement beyond the end of any County’s fiscal year will be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2. Time of the Essence. Unless otherwise agreed by the Parties in writing, DOH-Broward must fulfill all duties, obligations, and responsibilities required for it to fill Prescription upon presentation by Clients or by BARC for Clients. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

- 4.1. Maximum Funding. For services performed in accordance with this Agreement, County will pay DOH-Broward an annual amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000), which amount will be accepted by DOH-Broward as full compensation for all such services. DOH-Broward acknowledges that the amounts specified in this

Agreement are the maximum amounts payable and constitute a limitation on County's obligation to compensate DOH-Broward for its work under this Agreement. No amount will be paid to DOH-Broward to reimburse expenses, unless otherwise provided in this Agreement.

4.2. Method of Billing and Payment.

4.2.1. Invoice Requirements and Due Dates. DOH-Broward must submit invoices with supporting documentation for payment once per month after DOH-Broward completes the services for which the invoices are submitted. An original invoice plus one copy are due on or before the 15th of each month except the final invoice, which must be received no later than sixty (60) days after this Agreement expires. DOH-Broward must submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit B). The certification must be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item two (2) of Exhibit B, explaining the good cause why payment has not been made.

4.2.2. As required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances, County will pay the proper invoices submitted by DOH-Broward within thirty (30) calendar days of receipt. To be proper, all invoices must comply with the requirements stated in this Agreement and must be submitted on the Contract Administrator's prescribed form and in accordance with the Contract Administrator's prescribed instructions. County may withhold payment for DOH-Broward's failure to comply with any terms of this Agreement.

4.3. Invoices must have a single page cover sheet showing start date and end date for the Project being invoiced and the total amount due. A detailed invoice must accompany the cover sheet. Detailed invoices must include:

1. Name of the Client;
2. Client number designated by County;
3. Name of BARC prescribing physician or BARC mid-level practitioner, including but not limited to BARC advanced practice registered nurse ("APRN") or BARC physician assistant ("PA");
4. Name of medication;
5. Strength of medication;
6. Quantity of doses provided;
7. Date Prescription was filled;
8. Cost of the single Prescription;
9. Prescription dispensing fee; and
10. Extended total cost.

4.4. County will make payment to DOH-Broward at:

State of Florida, Department of Health, Broward County
Finance and Accounting
780 SW 24th Street
Fort Lauderdale, FL 33315

4.5. Subcontractors and Suppliers. DOH-Broward must pay its subcontractors and suppliers, including its CBE subcontractors and suppliers, if applicable, within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. DOH-Broward agrees that if it withholds from such subcontractors or suppliers an amount as retainage, it will release the retainage within thirty (30) days following its receipt from County the payment of retained amounts.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor will anything included in this Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. DOH-Broward is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and will be fully responsible for the negligent or wrongful acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6. INSURANCE

DOH-Broward is an entity subject to Section 768.28, Florida Statutes, and before final execution of this Agreement, DOH-Broward must furnish the Contract Administrator with written verification of liability protection in accordance with state law.

ARTICLE 7. TERMINATION

- 7.1. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board will be effective on the termination date stated in written notice provided by County, which termination date will be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances to protect the public health or safety. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will be deemed a termination for convenience, which will be effective thirty (30) days after the notice of termination for cause is provided.
- 7.2. This Agreement may be terminated for cause for reasons including but not limited to any of the following:

- 7.2.1. DOH-Broward's repeated submission of false or incorrect invoices, whether negligent or intentional, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives stated in this Agreement.
- 7.2.2. If DOH-Broward is a "scrutinized company" in accordance with Section 215.473, Florida Statutes, if DOH-Broward is placed on a "discriminatory vendor list" in accordance with Section 287.134, Florida Statutes, or if DOH-Broward provides a false certification submitted in accordance with Section 287.135, Florida Statutes.
- By executing this Agreement, DOH-Broward represents that it is not on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes. County hereby materially relies on that representation in entering into this Agreement. A false representation of the foregoing entitles County to terminate this Agreement and recover from DOH-Broward all monies paid by County in accordance with this Agreement, and may result in DOH-Broward's debarment from County's competitive procurement activities.
- 7.3. Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by County Administrator to protect the public health, safety, or welfare may be oral notice through the Contract Administrator that will be promptly confirmed in writing.
- 7.4. If County terminates this Agreement for convenience, DOH-Broward will be paid for any services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. DOH-Broward acknowledges that it has received valuable and sufficient consideration from County for County's right to terminate this Agreement for convenience.
- 7.5. If this Agreement is terminated for any reason or upon its expiration, whichever is earlier, County may withhold any amounts due DOH-Broward until DOH-Broward provides all documents to County in accordance with the "Rights in Documents and Work" section.
- 7.6. In addition to any right of termination stated in this Agreement, County has the right to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.
- 7.7. Transition Plan. Before the termination of this Agreement in its normal course, or upon earlier termination for any reason, DOH-Broward must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the services provided under this Agreement. The transition plan must minimally provide for the orderly and reasonable transfer of services in a manner that causes least disruption to the continuity of services.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- 8.1. In the performance of this Agreement, no party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression. DOH-Broward must include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 8.2. Although no CBE goal has been set for this Agreement, County encourages DOH-Broward to give full consideration to the use of CBE firms to provide services under this Agreement.

ARTICLE 9. MISCELLANEOUS

- 9.1. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, and other data provided or created in connection with this Agreement will be owned by County and will be deemed works for hire; if the services are determined not to be a work for hire, DOH-Broward hereby assigns to County all right, title, and interest, including any copyright or other intellectual property rights in or to the work. If this Agreement is terminated, any reports, photographs, surveys, documents, and other data prepared by DOH-Broward, whether finished or unfinished, will become the property of County and will be delivered by DOH-Broward to the Contract Administrator within seven (7) days after termination of this Agreement. County may withhold any compensation due to DOH-Broward until County receives all documents as provided in this Agreement. DOH-Broward must ensure that the requirements of this section are included in all agreements with its subcontractors.

After the five (5) year retention period or any longer retention period as stated in Section 9.3. DOH-Broward must notify the Contract Administrator that the retention period has expired and must provide County with at least ten (10) days for County to obtain the records; if County desires to retain the records for a longer period of time, County will notify DOH-Broward in writing in accordance with the "Notices" section of this Agreement. This section will survive the expiration or termination of the Agreement.

- 9.2. Public Records. If DOH-Broward is acting on behalf of County, in accordance with Section 119.0701, Florida Statutes, DOH-Broward must:
 - 9.2.1. Keep and maintain public records required by County to perform the services under this Agreement;
 - 9.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 9.2.3. Ensure that public records that are (i) exempt or (ii) confidential and exempt from public record requirements are not disclosed except as authorized by law

for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to the County; and

- 9.2.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of DOH-Broward or keep and maintain public records required by County to perform the services provided for in this Agreement. If DOH-Broward transfers the records to the County, DOH-Broward must destroy any duplicate public records that are (i) exempt or (ii) confidential and exempt. If DOH-Broward keeps and maintains public records upon completion of this Agreement, DOH-Broward must meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.
- 9.2.5. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of DOH-Broward upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of DOH-Broward to comply with this Section will constitute a default and breach of this Agreement, and County will enforce the default in accordance with the "Termination" article.

A request for public records regarding this Agreement must be made directly to the County, which will respond to any public records requests. DOH-Broward will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that DOH-Broward contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, DOH-Broward must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by DOH-Broward as Trade Secret Materials, County will refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by DOH-Broward. DOH-Broward must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF DOH-BROWARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DOH-BROWARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BARC HEALTH INFORMATION MANAGER AT (954) 357-4807, BARCMEDICALRECORDS@BROWARD.ORG, 325 S.W. 28TH STREET, FORT LAUDERDALE, FLORIDA 33315.

- 9.3. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of DOH-Broward and its subcontractors that are related to this Agreement. DOH-Broward and its subcontractors must keep books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All books, records, and accounts of DOH-Broward and its subcontractors must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, DOH-Broward or its subcontractor must make same available in written form at no cost to County.

DOH-Broward and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit and inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). DOH-Broward hereby grants the right to conduct such audit or review at DOH-Broward's place of business, if County deems appropriate, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by DOH-Broward in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit will be reimbursed to County by DOH-Broward in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection will be made within thirty (30) days after presentation of County's findings to DOH-Broward.

DOH-Broward must ensure that the requirements of this section are included in all agreements with any of its subcontractors.

- 9.4. Public Entity Crime Act. DOH-Broward represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that act. DOH-Broward further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether DOH-Broward has been placed on the convicted vendor list.

- 9.5. Independent Contractor. DOH-Broward is an independent contractor under this Agreement, and nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither DOH-Broward nor its agents will act as officers, employees, or agents of County. DOH-Broward does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 9.6. Third-Party Beneficiaries. Neither DOH-Broward nor County intends to directly or substantially benefit a third party by this Agreement. The Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 9.7. Notices. For notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail to the addresses listed in this Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice will remain as stated in this Agreement unless and until changed by providing notice of such change in accordance with this section. For the present, the Parties designate the following:

FOR COUNTY:

Jack Feinberg, Director
Broward Addiction Recovery Division
325 SW 28th Street
Fort Lauderdale, FL 33315

FOR DOH-BROWARD:

Charlene Wilkin-Zephirin, Contract Administrator
State of Florida, Department of Health — Broward County
780 SW 24th Street
Fort Lauderdale, FL 33315

and

Michael R. Ehren, RPh, CPh
Director of Pharmacy Services
State of Florida, Department of Health — Broward County
780 SW 24th Street
Fort Lauderdale, FL 33315

- 9.8. Assignment. Except for subcontracting approved in writing by County at the time of execution of this Agreement or any written Amendment to this Agreement, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by DOH-Broward without the prior written consent of County, and any attempt to assign any right, remedy, obligation or liability under this Agreement without

such consent will be void. If DOH-Broward violates this provision, County has the right to immediately terminate this Agreement.

DOH-Broward represents that each person and entity that will provide services under this Agreement is duly qualified by appropriate governmental authorities to perform such services, and is sufficiently experienced and skilled in any areas for which such person or entity will render services. DOH-Broward agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

- 9.9. Conflicts. Neither DOH-Broward nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with DOH-Broward's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of DOH-Broward's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or DOH-Broward is not a party, unless compelled by court process. Further, such persons will not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section will not preclude DOH-Broward or any persons in any way from representing themselves, including giving expert testimony in support of their representation, in any action or in any administrative or legal proceeding. If DOH-Broward is permitted in accordance with this Agreement to utilize subcontractors to perform any services required by this Agreement, DOH-Broward must require such subcontractors, by written contract, to comply with this section to the same extent as DOH-Broward.
- 9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.
- 9.11. Compliance with Laws. DOH-Broward and the services it provides must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- 9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be severed from this Agreement, and the balance of this Agreement will remain in full force and effect.

- 9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and will not be construed more strictly against either Party.
- 9.14. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, or referenced by, or incorporated into this Agreement, the provisions of Articles 1 through 9 of this Agreement will prevail and be given effect.
- 9.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, DOH-BROWARD AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 9.16. Amendments. Except as otherwise authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and DOH-Broward or others with delegated authority to or otherwise authorized to execute same on their behalf.
- 9.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 9.18. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 CFR §§ 160, 162, and 164 and related regulations. DOH-Broward is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and DOH-Broward will fully protect individually identifiable health information as required by HIPAA or HITECH; By signing this Agreement, DOH-Broward also executes the Business Associate Agreement in the form attached as Exhibit C for the purpose of complying with HIPAA. DOH-Broward must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its “Notice of Privacy Practices” notice of DOH-Broward’s and County’s uses of Client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH, survives the expiration or earlier termination of this Agreement.
- DOH-Broward must ensure that the requirements of this section are included in all agreements with its subcontractors.

9.19. Payable Interest.

9.19.1. Payment of Interest. County will not be liable to pay any interest to DOH-Broward for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof, DOH-Broward waives, rejects, disclaims and surrenders all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph will not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.19.2. Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

9.20. Incorporation by Reference. Any and all recital clauses stated above are true and are incorporated in this Agreement by reference. Exhibits A, B, and C are incorporated into and made a part of this Agreement.

9.21. Representation of Authority. DOH-Broward represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of DOH-Broward, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that DOH-Broward has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to DOH-Broward. DOH-Broward further represents and warrants that execution of this Agreement is within DOH-Broward's legal powers, and each individual executing this Agreement on behalf of DOH-Broward is duly authorized by all necessary and appropriate action to do so on behalf of DOH-Broward and does so with full legal authority.

9.22. Financial Statements and Management Letters.

9.22.1. Financial Statements. Within two hundred seventy (270) days after the close of each of DOH-Broward's fiscal years in which DOH-Broward receives funds under this Agreement, DOH-Broward must provide to the Repository and the Contract Administrator DOH-Broward's audited financial statements and any generated management letters regarding funding provided under this Agreement and DOH-Broward's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for DOH-Broward's fiscal year during which it receives County funds and for each of DOH-Broward's subsequent fiscal year until DOH-Broward expends all County funds.

9.22.2. Management Letters. DOH-Broward must provide simultaneously to the Repository and the Contract Administrator all management letters arising from

audited financial statements within ninety (90) days after the date of the management letter as it relates to the program described in this Agreement.

DOH-Broward must provide to the Repository and the Contract Administrator the schedule of correction developed in response to the management letters within thirty (30) days of developing the schedule of correction.

Within one hundred twenty (120) days after the close of each of DOH-Broward's fiscal years in which DOH-Broward accounts for the funds under this Agreement, DOH-Broward must provide to the Repository and the Contract Administrator any compliance audits required by law.

9.23. Truth-in-Negotiation Representation. DOH-Broward's compensation under this Agreement is based upon its representations to County, and DOH-Broward certifies that the wage rates, factual unit costs, and other information supplied to substantiate DOH-Broward's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date DOH-Broward executes this Agreement. DOH-Broward's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

9.24. Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, the reference is to the section or article as a whole, including all of the subsections of the section, unless the reference is made to a particular subsection or subparagraph of the section or article. Any reference to "days" mean calendar days, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue in writing interpretations to all program providers. If DOH-Broward identifies a programmatic contract provision that requires interpretation in order for DOH-Broward to understand its obligations, DOH-Broward will submit, in writing, to the Contract Administrator a specific request for interpretation. The Contract Administrator will provide a written response to DOH-Broward within a reasonable time after any request by DOH-Broward for an interpretation. The Contract Administrator's programmatic interpretations will be conclusive and final.

9.25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and DOH-BROWARD, signing by and through its Director, Paula M. Thaqi, M.D., MPH, duly authorized to execute same.

BROWARD COUNTY

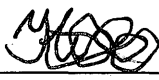
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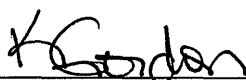
BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  (10/29/2018)
Hulda O. Estama (Date)
Assistant County Attorney

By  10/29/18
Karen S. Gordon (Date)
Assistant County Attorney

HE/KSG:dp
DOH.PatientMeds.2018.a01
#60064
10/18/18

AGREEMENT BETWEEN BROWARD COUNTY AND STATE OF FLORIDA, DEPARTMENT OF HEALTH
FOR PATIENT PRESCRIPTION MEDICATIONS

DOH-BROWARD

STATE OF FLORIDA, DEPARTMENT OF
HEALTH

WITNESSES:

Teresa A. Brown

Signature

TERESA A. BROWN

Print/Type Name

By Paula M. Thaqi
Paula M. Thaqi, M.D., MPH
Director, DOH-Broward

20 day of October, 2018.

Charlene Kiyun Zepherin

Signature

CHARLENE KIYUN ZEPHERIN

Print/Type Name

(SEAL)

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL:

- 1.1 DOH-Broward will provide medications to Broward County residents who are receiving services through the Broward Addiction Recovery Division (“Clients”).
- 1.2 If circumstances necessitate any meetings to address urgent issues, DOH-Broward may be required to attend specially called meetings with the BARC Director, Assistant Director, Medical Director, or Director of Nursing.

SECTION 2. LICENSING REQUIREMENTS:

- 2.1 DOH-Broward must maintain the following licenses:
 - FLORIDA STATE: Community Pharmacy Permit
 - FEDERAL D.E.A.: Controlled Substance License Covering Schedules III-V
- 2.2 DOH-Broward must adhere to the standards and practices of the State of Florida and the Florida Board of Pharmacy.
- 2.3 DOH-Broward must comply with Chapter 465, Florida Statutes, Pharmacy; regulations of the Division of Medical Quality Assurance, Department of Health; Rule 64B16, Florida Administrative Code, Board of Pharmacy; Chapter 499, Florida Statutes, Florida Drug and Cosmetic Act; and Florida Drug Distribution laws. Any subcontractors of DOH-Broward must also comply with the appropriate requirements stated in this section.

SECTION 3. SPECIFICATIONS:

- 3.1 Prescription drugs to be provided are to be dispensed as prescribed by BARC physicians or BARC mid-level practitioners, including but not limited to APRNs or PAs.
- 3.2 DOH-Broward must not provide Clients with schedule II medications.

SECTION 4. ORDERING:

- 4.1 DOH-Broward must fill Prescriptions presented by Clients or by BARC for Clients at the following DOH-Broward owned and operated pharmacies during DOH-Broward’s pharmacy business hours:

Fort Lauderdale Health Center Pharmacy
2421 SW 6th Avenue
Fort Lauderdale, FL 33315

Hughes Health Center Pharmacy
205 NW 6th Avenue
Pompano Beach, FL 33060

- 4.2 DOH-Broward reserves the right to change the locations and hours of operation with thirty (30) days written notice to County before the change.

SECTION 5. DELIVERY:

- 5.1 DOH-Broward must provide medications prescribed under this Agreement according to standard pharmacy practices and in compliance with all local, state, and federal regulations.
- 5.2 BARC will collect lockboxes of Clients medications from DOH-Broward pharmacies on weekdays, excluding holidays, and deliver them to BARC residential treatment facility. DOH-Broward may release medications to BARC upon BARC's presentation of Clients' signed releases.
- 5.3 Clients will present their Prescriptions within seven (7) days of issuance. DOH-Broward must not fill Prescriptions after that time.
- 5.4 At the time of BARC physician's or BARC mid-level practitioner's request for medication, DOH-Broward's pharmacist must advise the physician or mid-level practitioner, including but not limited to PA or APRN, that the requested medication is not available. DOH-Broward will be required to provide an alternative medication with the approval of the physician or the mid-level practitioner.
- 5.5 DOH-Broward must have all Clients sign for receipt of any medications.
- 5.6 DOH-Broward must maintain a Client profile consisting of:
1. Full name;
 2. Address;
 3. Telephone number;
 4. Date of birth;
 5. Gender;
 6. Drug allergies; and
 7. Dispensed medications.

SECTION 6. PRICING:

- 6.1 DOH-Broward may charge County ten percent (10%) above MMCAP group purchasing organization's listed price. MMCAP prices adjust according to the individual contract with each manufacturer. Utilization of this contract allows DOH-Broward to receive the best prices for its medications.
- 6.2 BARC must maintain membership with the MMCAP.

- 6.3 DOH-Broward will not charge County for HIV/AIDS medication for Clients who are eligible to receive medication assistance from the Ryan White Part A Local Pharmaceutical Assistance Program or the Ryan White Part B AIDS Drug Assistance Program (ADAP).

SECTION 7. DISPENSING FEE:

- 7.1 A dispensing fee is the amount a pharmacy charges for providing professional services such as patient counseling; monitoring of drug therapy; providing drug information to physicians and clinicians; and costs and materials related to the dispensing of drug products. It also covers stocking of medication, maintaining patient medication records, and general operating costs.
- 7.2 DOH-Broward will charge County a dispensing fee of Seven and 50/100 Dollars (\$7.50) per Prescription filled.

SECTION 8. RETURNS:

In accordance with law and the Board of Pharmacy Rules and Regulations, DOH-Broward must not accept returns of any medications.

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EXHIBIT B
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Project Title _____

The undersigned, on behalf of DOH-Broward, hereby swear under penalty of perjury that:

1. DOH-Broward has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this Project in accordance with Section 4.5 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of DOH-Broward.

Dated _____, 20____

DOH-Broward

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

(Continued)

STATE OF)
)
COUNTY OF)

Sworn to (or affirmed) and subscribed before me this ____ day of _____, ____ by _____, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Print, Type or Stamp Name of Notary

(NOTARY SEAL)

My commission expires:

EXHIBIT C

**BUSINESS ASSOCIATE AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH**

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is entered into by and between Broward County, Florida (“County”), and the State of Florida, Department of Health, an agency of the State of Florida authorized to do business in the State of Florida with its principal office located at 780 S.W. 24th Street, Fort Lauderdale, Florida 33315 (“Business Associate”), in connection with the Agreement.

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”);

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”);

C. HIPAA and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement; and

D. The County and Business Associate desire to comply with the requirements of HIPAA and HITECH and acknowledge their respective responsibilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Definitions

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” mean collectively HIPAA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes the term “Electronic Protected Health Information” or “E PHI.”

1.4 Penalties as used in Section 3.18 below are defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary of Health and Human Services (HHS). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate, and
- f. such other matters as justice may require.

Section 2: Confidentiality

2.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

2.2 If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

Section 3: Obligations and Activities of the Business Associate

Use and Disclosure of PHI

3.1 The Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

- d. Use PHI to provide data aggregation activities relating to the operations of County; and
- e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

3.2 Business Associate shall limit its use and disclosure of, and request for PHI when practical or as required by law, to the information making up a Limited Data Set, as defined by HIPAA, and in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request.

3.3 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws.

Administrative, Physical, and Technical Safeguards

3.4 Business Associate shall implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of County. The safeguards shall include written policies, procedures, a security risk assessment, training of Business Associate employees, and sanctions that are in compliance with HIPAA Laws.

3.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions and conditions that apply to Business Associate pursuant to this BAA, including implementation of administrative, physical, and technical safeguards.

Access of Information; Amendment of Information; Accounting of Disclosures

3.6 Business Associate shall make available to County all PHI in Designated Record Sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

3.7 Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by County pursuant to 45 CFR § 164.526 in the time and manner reasonably designated by County.

3.8 Business Associate shall timely document such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days of termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

3.9 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 and HIPAA Laws.

Mitigation

3.10 Business Associate shall mitigate, to the extent possible and at its own expense, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA or applicable law.

3.11 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose PHI in any manner not authorized by this BAA or applicable law.

Reporting of Breaches and Mitigation of Breach

3.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use or disclosure of any unsecured PHI within twenty-four (24) hours of Business Associate becoming aware of such access, acquisition, use or disclosure. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A breach of unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate.

3.13 Business Associate shall submit a written report of a breach to County within ten (10) business days after initial notification, and shall document the following:

- a. The identification of each individual whose PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the breach;
- b. A brief description of what occurred, including the date of the breach and the date of the discovery of the breach, if known;
- c. A description of the types of PHI that are involved in the breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.)
- d. A description of what is being done to investigate the breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;

- e. Any steps County or the individual impacted by the breach should take to protect himself or herself from potential harm resulting from the breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

3.14 In the event of a breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate.

3.15 The County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as to the Secretary of HHS and the media.

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.
- c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.
- d. The County may report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of HHS as required by HIPAA Laws.

3.16 Business Associate agrees to pay the costs for notification to County, individuals, and their representatives of any security or privacy breach that should be reported by Business Associate to County. Business Associate also agrees to pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the breach warrants such measures.

3.17 Business Associate agrees to have established procedures to investigate a breach, mitigate losses, and protect against any future breaches, and to provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

3.18 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate.

Available Books and Records

3.19 Business Associate shall make its internal practices and books, related to the Agreement and the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days of the Agreement.

3.20 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws and PHI, relating to the use and disclosure of PHI received from County or created or received on behalf of County available to County or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 4: Obligations of County

4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

4.3 The County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

4.4 The County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

Section 5: Term and Termination

5.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the latter of termination or expiration of the Agreement, or the return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

5.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County shall either:

- a. Provide an opportunity for Business Associate to cure the breach or terminate this BAA and the Agreement if the Business Associate does not cure the breach within the time specified by County;
- b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
- c. If neither termination nor cure is feasible, the County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

5.3 Upon completion or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

5.4 In the event that returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI, in which case Business Associate's obligations under this Section shall survive termination of this BAA.

Section 6: Miscellaneous

6.1 Amendment. The County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

6.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws.

(The remainder of this page is intentionally left blank.)