

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____0_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ___ No X
 Does this item include the use of federal funds Yes ___ No X

Budget Account No.: Fund ___ Dept ___ Unit ___ Object ___

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

* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: myah mart

III. REVIEW COMMENTS

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

ASDelle 10/19/22
 OFMB 10/19/22

John J. Jaworski 10/25/22
 Contract Development and Control

B. Legal Sufficiency

Russ Bu 10/26/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



September 20, 2022

Fire Rescue

Chief Patrick J. Kennedy
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

Thomas Wiczorek, Director
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001
twiczorek@cpsm.us

Re: Business Associate Agreement

Dear Mr. Wiczorek,

Attached is Palm Beach County's standard Business Associate Agreement for your signature. Palm Beach County Fire Rescue (PBCFR) will provide CAD data with limited Protected Health Information (PHI) to the Center for Public Safety Management, LLC as a HIPAA Business Associate of PBCFR's for PBCFR's healthcare operations because the study that you have been engaged to perform by the Town of Jupiter will impact PBCFR's operations, coverage areas, MSTU and contractual relationships. The use of this PHI data to conduct the study does not include disclosing PHI to the Town.

Please sign and return the document at your earliest convenience. If you have any questions, please feel free to contact me at 561-616-7057.

Sincerely,

A handwritten signature in black ink, appearing to read "David Woodside".

David Woodside
Assistant Chief
Palm Beach County Fire Rescue

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

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

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

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Conflict.** This Agreement is hereby incorporated into all 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;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

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

10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If 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.
12. If Palm Beach County is the Covered Entity, then Business Associate shall protect, defend, reimburse, indemnify and hold harmless the Covered Entity, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or omission of Business Associate or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Business Associate.

C. Permitted Uses and Disclosures by Business Associate

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

D. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain

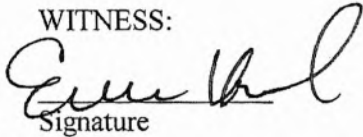
no copies of the PHI. If return is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return of the PHI infeasible.

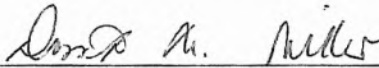
Agreed to this 6th day of October 2022

COVERED ENTITY

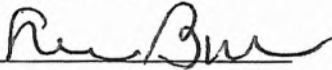
PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

WITNESS:

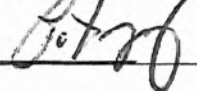

Signature

By: 
Dorritt M. Miller, County HIPAA Privacy Officer/Assistant County Administrator, Through Verdenia C. Baker, County Administrator

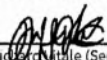
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 

APPROVED AS TO TERMS AND CONDITIONS


By: 

WITNESS:


Richard Vitale (Sep 23, 2022 12:17 EDT)
Signature

Richard J Vitale
Name

BUSINESS ASSOCIATE

By: 
Thomas Wiczorek (Sep 23, 2022 11:59 EDT)
Signature

Thomas J. Wiczorek, Director
Name and Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS AND CONDITIONS

By: _____






PBCHIPPA

2022-09-23

Final Audit Report

Created:	2022-09-23
By:	Thomas Wieczorek (twieczorek@cpsm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnk4uP_!sp1H3Ocf0D3afWvPvyZR9hgZr

"PBCHIPPA" History

-  Document created by Thomas Wieczorek (twieczorek@cpsm.us)
2022-09-23 - 4:04:13 PM GMT- IP address: 174.61.102.172
-  Document emailed to Richard Vitale (vitale.richard@gmail.com) for signature
2022-09-23 - 4:05:29 PM GMT
-  Email viewed by Richard Vitale (vitale.richard@gmail.com)
2022-09-23 - 4:16:43 PM GMT- IP address: 104.28.39.158
-  Document e-signed by Richard Vitale (vitale.richard@gmail.com)
Signature Date: 2022-09-23 - 4:17:04 PM GMT - Time Source: server- IP address: 107.122.105.62
-  Agreement completed.
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