



EXHIBIT B

**BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN  
WORKFORCE ONE  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
EMPLOYED WORKER TRAINING**

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between WorkForce One, and The School Board of Broward County, Florida (hereinafter called "Business Associate") 600 Southeast 3<sup>rd</sup> Ave, Fort Lauderdale, FL 33301 for Employed Worker Training.

IN CONJUNCTION WITH the Existing Contract, this Business Associate Addendum is made and entered into by and between WorkForce One and the Business Associate.

WHEREAS, WorkForce One and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

WHEREAS, WorkForce One and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

## **Section 1: Definitions.**

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR 164 [hereinafter called, the HIPAA Privacy Rule].

## **Section 2: Obligations and Activities of the Business Associate.**

Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.

Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.

Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

Business Associate agrees to report to WorkForce One any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

- 2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from WorkForce One or created or received on behalf of WorkForce One by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

Business Associate agrees to provide access to WorkForce One to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR 164.524.

Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by WorkForce One pursuant to 45 CFR 164.526 in a timely manner.

Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from WorkForce One or created or received on behalf of WorkForce One available to WorkForce One or to the Secretary of Health and Human Services or designee within five business days for the purposes of determining the Business Associates compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for WorkForce One to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Business Associate agrees to provide WorkForce One, or an individual under procedures approved by WorkForce One, 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.

### Section 3: Permitted Uses and Disclosures

Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, WorkForce One as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by WorkForce One or the minimum necessary policies and procedures of WorkForce One that are communicated to the Business Associate in writing.

Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- 3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to WorkForce One as permitted by 42 CFR 164.504 (e)(2)(i)(B).
- 3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR 164.504 (j)(1).

#### Section 4: Obligations of WorkForce One.

- 4.1 WorkForce One 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 Business Associates use of Protected Health Information.

WorkForce One shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.

WorkForce One shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which WorkForce One has agreed in accordance with 45 CFR164.522, to the extent that such changes may affect Business Associates use of Protected Health Information.

- 4.4 WorkForce One shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by WorkForce One.

#### Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by WorkForce One or contractors for WorkForce One, or created or received by the Business Associate on behalf of WorkForce One, is destroyed, turned over to WorkForce One, or turned over to Contractors designated by WorkForce One.

#### Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for WorkForce One to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.



BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN WORKFORCE ONE AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA.

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between WorkForce One and The School Board of Broward County, Florida, on the respective dates under each signature: WorkForce One through its President/CEO, authorized to execute same, and \_\_\_\_\_, duly authorized to execute same on behalf of The School Board of Broward County, Florida.

WORKFORCE ONE

WITNESSES:

[Signature]

BY: [Signature]  
Mason C. Jackson, President/CEO

DATE: 7-22-08

Approved as to form by  
Office of the County Attorney for Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Fl. 33301

BY: [Signature]  
Rocheille J. Daniels  
Assistant County Attorney  
WorkForce One Legal Department  
3800 Inverrary Boulevard, Suite 400  
Lauderhill, FL 33319

BUSINESS ASSOCIATE

WITNESS:

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
James F. Notter  
Superintendent of Schools

PRINT NAME: Robin Bartleman, Chair

DATE: \_\_\_\_\_