

**BROWARD BEHAVIORAL HEALTH COALITION, INC.
FIRST CONTRACT AMENDMENT**

THIS AMENDMENT, entered into between the **BROWARD BEHAVIORAL HEALTH COALITION, INC.**, ("BBHC") and **THE SCHOOL BOARD OF BROWARD COUNTY FLORIDA – A Political Subdivision of the State of Florida** ("Provider"), amends the above-referenced Contract by deleting, as indicated by "strikethrough" or reference, and adding, as indicated by "underscore" or reference the section(s) below:

REFERENCE: Contract Number 343BBHC07

The Contract number is hereby amended to 34307.

REFERENCE: Section 9.d. – Indemnification

The ME shall not be liable for any cost, expense, or compromise incurred or made by the Provider in any legal action ~~without the Provider's~~ without the ME's prior written consent, which shall not be unreasonably withheld. The Provider's inability to evacuate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the ME negligent shall excuse the Provider of performance under this provision, in which case the ME shall have no obligation to reimburse the Provider for costs of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by §768.28, Fla. Stat., or other applicable law, and without waiving the limits of sovereign immunity.

REFERENCE: Section 11.a. - Confidentiality of Client Information

The Provider shall only access information concerning a client for a permitted purpose and shall abide by all applicable state and federal and state privacy laws including, but not limited to HIPAA and 42 CFR Part 2 and ss. 397.501(7), 394.455(3), 394.4615, and 414.295, F.S. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment VI governing the safeguarding, use, and disclosure of Protected Health Information ("PHI") created, received, and maintained and transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract. The provisions of Attachment VI supersede all other provisions of this Contract related to HIPAA compliance.

REFERENCE: Section 28, Health Insurance Portability and Accountability Act ("HIPAA")

The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment VI governing the safeguarding, use, and disclosure of Protected Health Information ("PHI") created, received, and maintained and transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract. The provisions of Attachment VI supersede all other provisions of this Contract related to HIPAA compliance.

REFERENCE: Section 46, All Terms and Conditions Included

This Contract (including the Standard Contract, Attachment I through Attachment VI, and Exhibits A through I; K through Z; AB; AC; AD; XX; YY; and ZZ, listed in Attachment I, Section E., List of Exhibits, as applicable), and any materials referenced herein or in said attachments, together with any documents incorporated by reference, including but not limited to the ME Prime Contract (which may be found in the Portal), contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

REFERENCE: Attachment VI, HIPAA Requirements

Attachment VI is hereby added to the Contract.

This Amendment shall become effective on September 20, 2013. All terms and conditions of said original Contract and any attachments and amendments thereto shall remain in full force and effect for this Amendment. Any provisions of said original Contract and any supplements and amendments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment. This Amendment is hereby made a part of the Contract.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, the day and year last written below.

PROVIDER
THE SCHOOL BOARD OF BROWARD COUNTY
FLORIDA – A Political Subdivision of the State
of Florida

MANAGING ENTITY
BROWARD BEHAVIORAL HEALTH
COALITION, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: Robert W. Runcie

NAME: Silva M. Quintana

TITLE: Superintendent of Schools

TITLE: Chief Executive Officer

DATE: _____

DATE: _____

VENDOR NUMBER: 59-6000530

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

For SBBC:
THE SCHOOL BOARD OF BROWARD
COUNTY FLORIDA

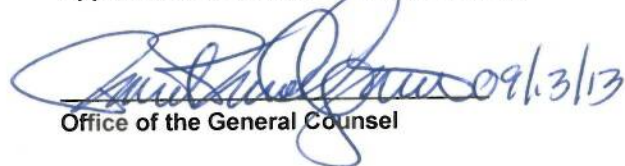
BY:

ATTEST:

Laurie Rich Levinson, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

 09/3/13
Office of the General Counsel

THIS AMENDMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

Attachment VI HIPAA Requirements

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information ("PHI"), and provides the permissible uses and disclosures of protected health information by the Provider, also called the "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act ("HIPAA") Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR §164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI the Provider creates,

- receives, maintains or transmits on behalf of the Department/Managing Entity;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department/Managing Entity and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C.1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Managing Entity's Security Officer, Privacy Officer and the Provider Relations Specialist as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental/Managing Entity data;
- 2.1.6 Notify the Privacy Officer and Provider Relations Specialist within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department/Managing Entity for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental/Managing Entity data as provided in section 817.5681 F. S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department/Managing Entity to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental/Managing Entity data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department/Managing Entity;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive,

maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department/Managing Entity's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department/Managing Entity's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department/Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

- 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department/Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which It becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department/Managing Entity with data analyses relating to the health care operations of the Department/Managing Entity (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.506 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

- 5.1 Termination for Cause

5.1.1 Upon the Department/Managing Entity's knowledge of a material breach by the Business Associate, the Department/Managing Entity shall either:

- 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department/Managing Entity;
- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
- 5.1.1.3 If neither termination nor cure is feasible, the Department/Managing Entity shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.2.1.2 Return to covered entity, or other entity as specified by the Department/Managing Entity or, if permission is granted by the Department/Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
- 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department/Managing Entity or, if permission is granted by the Department/Managing Entity, destroy the protected health information retained by business associate when it is no longer

- needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.