



Interoffice Memorandum

July 7, 2023

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Carla Bell Johnson, AICP, Deputy County Administrator *CBJ*
County Administrator's Office

FROM: Donna Wyche, MS, CAP, Manager *DW*
Mental Health and Homelessness Issues Division
Contact: (407) 836-7608

SUBJECT: **Consent Agenda Item – July 25, 2023**
Interagency Agreement between Orange County Government, Florida and
the Florida Department of Children and Families Central Region Substance
Abuse and Mental Health Program Office

In August 2013, Orange County Government convened the Youth Mental Health Commission (YMHC) to examine the youth mental health system of care in Orange County. After meeting for over a year, the commission produced a detailed report on the state of youth mental health services in Orange County with recommendations for improvement. Their top recommendations focused on simplifying the ways clients navigate access and pay for behavioral health services. Subsequently, a working "Management Network" which included Orange County Government, Orange County Public Schools, Department of Juvenile Justice, Department of Children and Families, Heart of Florida United Way, managed care organizations, and youth and family advocacy groups, among others, was developed to implement these recommendations.

One way the Management Network has implemented the recommendations of the YMHC is through a flexible, blended, and braided funding model that ensures youth and families receive the services they need, not just what they can pay for through a no-wrong-door approach. The Youth Mental Health Management Network Consortium Agreement entered into by all involved stakeholders and executed by the Board on November 28, 2017, monitors the collection and strategic allocation of funds. The funds used ensure families can access the necessary services and support.

As in the last five years, the Florida Department of Children and Families Central Region Substance Abuse and Mental Health Program Office has committed to funding the Youth Mental Health Management Network to support Orange County youth and families for another year of service.

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ACTION REQUESTED: Approval and execution of Florida Department of Children and Families Interagency Agreement YGJ55 between the Florida Department of Children and Families, Central Region Substance Abuse and Mental Health Program Office and Orange County, Florida regarding a Youth Mental Health Management Network Consortium in the amount of \$50,000.

DW/ss:jamh

Attachment

c: Byron W. Brooks, AICP, County Administrator

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
INTERAGENCY AGREEMENT YGJ55**

BCC Mtg. Date: July 25, 2023

This Interagency Agreement (the “Agreement”) is between the **FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, CENTRAL REGION SUBSTANCE ABUSE AND MENTAL HEALTH PROGRAM OFFICE**, hereinafter referred to as the “Department”, and **ORANGE COUNTY, FLORIDA**, hereinafter referred to as the “County”. The Department and the County may be referred herein individually as “Party”, or collectively as “Parties.”

I. Background and Purpose

The Orange County Mayor convened the Youth Mental Health Commission (YMHC) on August 26, 2013, to address issues surrounding access to mental health services. The YMHC comprised of representatives from the State, County, and Nonprofit Sector to address children’s mental health issues in order to create short- and long-term strategies for improvements and provide assistance and services for a recognized vulnerable population.

On November 28, 2017, the Youth Mental Health Management Network Consortium (the Consortium) was created by the members of the YMHC, and a Memorandum of Understanding (MOU) was executed by the following entities: the County, the Department, Embrace Families Solutions, Inc., Central Florida Cares Health Systems, Inc., Federation of Families of Central Florida, Inc., the School Board of Orange County, Florida, Visionary Vanguard Group, Inc., the Heart of Florida United Way, Inc., and Magellan Complete Care. The MOU established the method in which the Consortium would oversee and administrate a “Pilot Project” with the purpose of serving individuals who were 13 to 17 years old; and who have had two or more inpatient hospitalizations within a 12-month period – with many of these readmissions having occurred within 30 days of discharge.

The Pilot Project was initially tasked with serving a maximum of 36 youth with an 85 percent family satisfaction rate. Since the inception, the Pilot Project, known as Breakthrough, has transitioned to an intensive Family Peer Support Model, and are tasked with serving a maximum of 39 youth with an 85 percent family satisfaction rate. Further, the number of hospitalizations decreased from two to one. Breakthrough also utilizes several components of the System of Care Model, including youth-voice, family-choice-focused treatment, and Family Support Navigators (FSN) to connect children/youth and their families with the right services to support emotional and behavioral health. As the Pilot Project phases out, Breakthrough will continue the vision to improve upon services, to include internal workflows, expanding services, and establishing fidelity of their Peer Support Model – the Family, Parent and Caregiver Peer Support in Behavioral Health.

II. Length of Term

This Agreement shall be effective on **July 1, 2023**, or the date on which all Parties have signed, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2024**. This Agreement may be renewed or extended, contingent upon availability of funding and upon the mutual written Agreement of the Parties. The Department may terminate this Agreement at any time, with or without cause, by providing 30 days’ written notice to the County.

III. Department Obligations

The Department will provide advance payment of **\$50,000** to the County as described herein, subject to the availability of funds. Payment will be made once the Department receives approval from the Department of Financial Services, pursuant to § 216.181(16)(b), Florida Statutes (F.S.).

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IV. Scope of Agreement:

The County shall be responsible for managing Breakthrough. Breakthrough provides peer services through the Family Peer Support Model to address the behavioral health needs of youth, 9-17 years of age, in the County who have had one or more inpatient hospitalizations within a 12-month period.

Breakthrough goals include:

1. Decrease the percentage of re-hospitalizations for the population of focus on the community level.
2. Increase the level of alignment with "System of Care" values, as established by the Consortium, among the Consortium-approved service providers at the system level.
3. Increase youth and family functioning, at the individual and family level, across specific domains based on the individual's needs and strengths of youth and families.

V. Clients to be Served

The County will serve a maximum of 39 youth, age 9 through 17 years old, who have had one or more inpatient hospitalizations within a 12-month period.

VI. Services to be Provided

Under the management of the County, Breakthrough connects Orange County families to services to support mental health service needs. Support is family-driven, and youth guided. Connection to services includes, but is not limited to, Individual and Family Counseling, Peer Support, Psychosocial Rehabilitation, Targeted Case Management, Wraparound Support, Wellness Recovery Action Planning (WRAP), General Case Management, Medication Management, Telehealth and Parent Support.

Timeline for Services:

Step 1: Youth enters Hospital.

Step 2: Hospital identifies youth and family who meet criteria for Breakthrough.

Step 3: Hospital informs family about Breakthrough. Hospital obtains permission to connect family with Breakthrough for more information.

Step 4: If caregivers' consent, the hospital completes an "Intake Request" in SPIRIT (Suppression-Prevention-Intervention-Referral-Intelligence Tool). This notifies the Breakthrough team to contact the family within 24 hours or less.

Step 5: Family Support Manager (FSM) contacts the family and follows up on the referral.

- If the caregivers agree to services, Breakthrough accepts the referral in SPIRIT and the youth's case is opened. The FSM notifies the hospital the case is accepted and requests referral documents to obtain background information on the youth's case.
- If the youth is still on the unit, they will coordinate a time to meet at the hospital and participate in a discharge meeting.

Step 6: The FSN will conduct an intake and begin services within seven business days of the case being opened in SPIRIT.

Applying the Family Peer Support Model, the FSN will provide emotional connection, information, educational, and support for parents as they develop positive approaches for addressing daily family needs, including self-care. FSNs provide concrete support and offer hope, showing living proof of resilience and recovery.

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Common Services include:

- Information and referrals for services.
- Individual supports and support groups.
- System navigation to assist families in accessing resources.
- Intensive family support during crisis.
- Specialized supports for families experiencing challenges with systems such as child welfare, juvenile courts, or schools.
- Social activities and events to bring families together, raise awareness, or offer educational opportunities.

FSNs meet weekly with families at their homes or in the community where they are most comfortable. Once an immediate needs assessment is completed and resources are secured the FSN will begin their recovery capital assessment. Recovery Capital is an evidence-based assessment that captures strengths, barriers, and unmet service needs.

VII. Tasks

The County is required to submit the following reports/documents outlined in **Table I** to the Department:

Table I – Required Submissions			
REPORT TITLE	REPORTING FREQUENCY	REPORT DUE DATE	SUBMITTED TO
Executive Compensation Annual Report	Before contract execution and annually	On or before May 1	Contract Manager
Invoice	Annually	After execution of contract	Contract Manager
Line-Item Operating Budget	Annually	Prior to contract execution	Contract Manager
Financial Audit or Statement (Section X)	Annually	180 days after the end of the County's FY or within 30 days of the recipient's receipt of the audit report, whichever occurs first	Contract Manager
Expenditure Report	Quarterly	Oct. 30, Jan. 30, April 30, July 30	Contract Manager
Quarterly Performance Report (refer to Section VIII)	Quarterly	Oct. 30, Jan. 30, April 30, July 30	Contract Manager

VIII. Deliverable(s)

In agreement of the advance payment in the amount of **\$50,000**, the County will manage Breakthrough as outlined in **Sections IV – VI** and document quarterly progress toward compliance with the minimum performance measures specified in **Section IX**. Documentation will reflect the number of FSN versus the number of cases; the standardized satisfaction survey used to determine satisfaction and outcome; progress towards meeting the annual goal of success case closures; the age range served; number of referrals received; breakdown of most utilized services and; other information as applicable.

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IX. Minimum Performance Measures

Table II – Minimum Performance Measures		
#	Performance Measure	Performance Measure Methodology
1	The County will serve a maximum of 39-youth, not to exceed a caseload ratio of 1:13 per FSN.	The County shall indicate the number of active cases per FSN each month in the quarterly report.
2	85% family satisfaction.	Using a standardized satisfaction survey, like the Likert Scale, the County will request that each family served complete the survey quarterly. Satisfaction shall be reported in the Quarterly Performance Report.
3	80% of all case closures during the term of this contract, will be successfully discharged.	The County will maintain a log of case closures, the reasons for the closure, and if the closure was successful. The County will report out quarterly, but the final 80% target will be an accumulation of all cases closed during the term of this contract.

X. Audits

By executing this Agreement, the County agrees to comply with § 215.97, F.S., the “Florida Single Audit Act”, about financial responsibilities and monitoring.

XI. Termination at Will

This Agreement may be terminated by either Party upon no less than 30 days' notice in writing to the other Party, without cause, unless a lesser time is mutually agreed upon in writing by the Parties.

Should the Department terminate without default by the County, the County will not be responsible for reimbursement of any of the expended funds that were dispersed to the County pursuant to this Agreement prior to the Department's date of termination.

Should the County terminate without default by the Department, the County will return to the Department any funds that the County received from the Department pursuant to this Agreement that have not been expended as of the date of termination by the County.

XII. Financial Consequences

By execution of this Agreement, the County acknowledges and agrees that its performance under this Agreement must meet the minimum performance measures and that it will be bound by the conditions set forth therein. If the County fails to meet the measure, the Department, at its exclusive option, may allow a reasonable period, not to exceed 90-days, for the County to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the County to the Department's satisfaction, the Department can terminate the Agreement. The County further acknowledges and agrees that during any period in which the County does not meet the measures, the County will reimburse the Department as outlined in the below table:

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Table III – Financial Consequences				
#	Performance Measure /Deliverable	Performance Measure Terms Supporting Documentation to Verify Successful Completion	Reporting Frequency	Financial Consequences (FC)
1	The County will serve a maximum of 39-youth, not to exceed a caseload ratio of 1:13 per FSN.	Evidenced by the number of cases reported per FSN in the Quarterly Performance Report.	Oct. 30, Jan. 30, April 30, July 30	During the quarterly review of performance, if the maximum number of youths is exceeded, a financial consequence of \$250 will be imposed and returned to the Department within 60 days of request unless the Department determines extenuating circumstances exist.
2	85% family satisfaction.	Evidenced by the actual percent of satisfied families.	Oct. 30, Jan. 30, April 30, July 30	During the quarterly review of performance, if the satisfaction rate of 85% is not met, a financial consequence of \$250 will be imposed and returned to the Department within 60 days of request unless the Department determines extenuating circumstances exist.
3	Upon completion, 80% of all case closures during the term of this contract, will be successfully discharged.	Evidenced by the number of case closures and the percentage of those that closed successfully.	Annual	During the annual review of performance, if the rate of successful completion is below 80%, a financial consequence of \$1000 will be imposed and returned to the Department within 60 days of request unless the Department determines extenuating circumstances exist.

XIII. Cooperation with Inspectors General

To the extent applicable, the Parties acknowledge and understand they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to § 20.055(5), F.S.

XIV. No Waiver of Sovereign Immunity

Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or the Department's sovereign immunity or the protections and provisions of § 768.28, F.S.

XV. No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

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XVI. Liability

Neither Party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

XVII. Health Insurance Portability and Accountability Act

- A. Under this Agreement, each Party will limit its transmission of data to the other Party only to data that either:
1. is not protected health and/or personally identifiable information; and/or
 2. has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR §165.514.
- B. Should the need for the transmission of protected health and/or personally identifiable information arise pursuant to this Agreement, the Party transmitting that protected health and/or personally identifiable information shall ensure – before that transmission – that:
1. a Business Associate Agreement (**Attachment 1**) is executed; and
 2. all the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

XVIII. Administration of Agreement

- A. The managers of this Agreement are as followed:

For the Department: Amy D. Hammett, Contract Manager, Department of Children and Families, 400 West Robinson Street, Suite 1133, Orlando, Florida 32801.

For the County: Donna Wyche, Manager of Mental Health and Homeless Issues Division, 2002-A East Michigan Street, Orlando, Florida 32806.

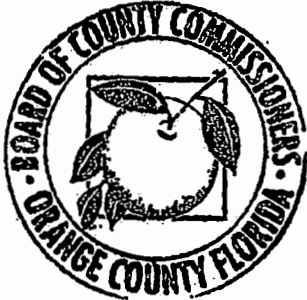
- B. Notwithstanding **XIX**, either Parties' agreement manager may be changed without the formal amendment to the Agreement by providing written notice to the Party of the change. The Department shall provide a courtesy copy of all notices to the County to: Orange County Administrator, Administration Building, 5th Floor, 201 S Rosalind Avenue, Orlando, Florida 32802.

XIX. Entire Agreement and Amendments

This Agreement represents the entire Agreement of the Parties and supersedes all previous communications on this subject, either written or oral, between the Parties. Except as provided in **XVIII.B**, any changes or waivers of the Agreement will only be valid when they are written and signed by both Parties.

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IN WITNESS WHEREOF, the Parties, attesting that they are duly authorized to enter into this Agreement, have executed this Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry Demings*
for Jerry Demings
Orange County Mayor

Date: July 25, 2023

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: *Jennifer Ann - Klinez*
Deputy Clerk

DEPARTMENT OF CHILDREN AND FAMILIES

By: *Shevaun L. Harris*
Shevaun L. Harris
Secretary

Date: 7/31/2023 | 3:17 PM EDT

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ATTACHMENT 1

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "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 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 that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 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, 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

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- 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 Department's Security Officer, Privacy Officer and the Contract Manager 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 data;
 - 2.1.6 Notify the Privacy Officer and Contract Manager 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 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 30 days following the determination of any potential breach of personal or confidential departmental data as provided in § 501.171, F.S.;
 - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental 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;
 - 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 45 CFR § 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.

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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'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'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 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 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 of Children and Families with data analyses relating to the health care operations of the Department (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 § 164.508 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

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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's knowledge of a material breach by the Business Associate, the Department 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 of Children and Families;

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 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 or, if permission is granted by the Department, 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 or, if permission is granted by the Department, 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.

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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.