

RESOLUTION NO. 2008 - 093

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AUTOMATIC AID AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CITY OF WESTON FOR THE DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE PREVENTION SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, pursuant to Resolution No. 2008-086, passed on July 24, 2008, the Town of Southwest Ranches (TOWN) entered into an agreement with the Broward Sheriff's Office (BSO) for the delivery of Emergency Medical, Fire Protection, and Fire Prevention Services; and

WHEREAS, Article 17 of the agreement between TOWN and BSO requires that BSO and TOWN will work diligently, cooperatively and in good faith to reach an agreement with the City of Weston (WESTON) for automatic aid between the TOWN and WESTON for the delivery of Emergency Medical and Fire Protection Services; and

WHEREAS, TOWN, BSO, and WESTON have worked together to prepare an Automatic Aid Agreement for the delivery of Emergency Medical and Fire Protection Services; and

WHEREAS, TOWN and WESTON have determined that it is mutually beneficial and in the best interest of the public to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Automatic Aid Agreement between the TOWN and WESTON, in substantially the same form as that attached hereto as Exhibit "A".

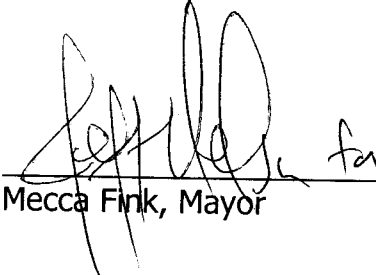
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Agreement in substantially the

same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

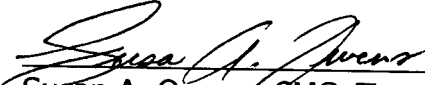
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 4th day of August, 2008 on a motion by Council Member Don Maines and seconded by Council Member Aster Knight.

Fink	<u>ABSENT</u>	Ayes	<u>4</u>
Nelson	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>1</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Maines	<u>Y</u>		



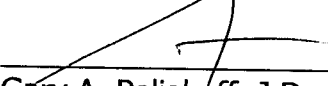
Mecca Fink, Mayor

ATTEST:



Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

AGREEMENT
BY AND BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
TOWN OF SOUTHWEST RANCHES
AND
CITY OF WESTON
PROVIDING FOR
AUTOMATIC AND MUTUAL AID OF FIRE RESCUE SERVICES

This Agreement is made and entered this ____ day of _____, 2008 by and between: THE SHERIFF OF BROWARD COUNTY (hereinafter called the "BSO"), the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter called the "TOWN") and the City of Weston, a municipal corporation of the State of Florida (hereinafter called the "CITY").

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT AND DEFINITIONS

- 1.1 It is the purpose and intent of this agreement for BSO, the TOWN, and the CITY, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.
- 1.2 The respective elected bodies of BSO, the TOWN, and the CITY find that mutual cooperation in the delivery of fire rescue services can best be accomplished within a cooperative, interlocal configuration. To further that cause, all parties willingly enter into this cooperative Agreement, which extends beyond the concept of mutual aid for fire and rescue services.

- 1.3 For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties.
- 1.3.1 Automatic Aid Coverage: means the temporary assignment of one (1) Pumper staffed with three (3) State Certified Firefighters or One (1) Rescue staffed with a minimum of two firefighter/paramedics to provide fire rescue services in a different Primary Response Zone from the Primary Response Zone in which the apparatus and personnel are normally assigned. Such temporary assignment will generally be incorporated into the respective jurisdictions computer-aided dispatch (CAD) system. Automatic aid will be used for the specific response types defined in Article 2.2.
- 1.3.2 Incident Command: means the first arriving unit will assume initial Incident Command, in accordance with the current Fire Chief's Association of Broward County Incident Command Procedure, until arrival of a Primary Jurisdiction Response Unit, at which time the Primary Jurisdiction Unit may assume Incident Command at its sole discretion.
- 1.3.3 Mutual Aid: means at the time of fire, rescue, emergency or disaster, the Primary Response Zone Units may have firefighting, rescue, emergency or disaster relief related demands made upon its equipment and/or personnel, greater than the capacity of the equipment and/or personnel available within its own department, thereby requiring assistance from another agency. When local resources are determined to be inadequate to respond to the fire, rescue, emergency or disaster the Incident Commander will request assistance through Broward County MARS (Mutual Aid Request System).
- 1.3.4 Primary Response Zone: means a specific geographic area in which fire and/or rescue services are provided, which area does not require the relocation of apparatus and personnel by a single resource. The Primary Response Zones for each party are outlined and delineated in Composite Exhibit "A".
- 1.3.5 Responding Party: means the agency which is providing assistance to another agency which has declared an emergency incident.
- 1.3.6 Requesting Party: means the agency which is requesting assistance from an outside agency to assist in mitigating an emergency incident.
- 1.4 For purposes of this Agreement, the Primary Response Zones to be covered, or response types responded to by the parties may be amended during the term of this agreement through mutual agreement in writing by the Fire Chiefs of BSO, the TOWN, and the CITY. Such changes will be designed to improve response times or otherwise increase the efficiency of services provided pursuant to this Agreement.
- 1.5 Both parties agree to review service response demands on a bi-annual basis. The parties agree that the Fire Chiefs of BSO, the TOWN, and the CITY will make adjustments in response area and /or response types to limit any unnecessary demand on either party.

ARTICLE 2
COVERAGE COMMITMENT

2.1 **Mutual Aid:** Upon request, the parties agree to provide mutual aid coverage to each other unless otherwise unavailable as defined in section 1.3.3.

2.1.1 **Terms and Procedures:**

- A A participating agency will answer for mutual aid only to the extent that the available personnel and equipment are not required for adequate protection of that agency's jurisdiction. The Chief of the agency, or designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for cooperative assistance.
- B A request for mutual aid shall be made by the Chief of the agency, or designee.
- C Whenever the employees of one party to this agreement are rendering aid to the other party pursuant to the authority contained in this agreement, such employees shall have the same powers, duties, rights and immunities as if they were taking action within their employing jurisdiction.

2.2 **Automatic Aid:** The parties agree to provide automatic aid coverage, as defined in section 1.3.1.

2.2.1 **Automatic Aid, Response Types.** Automatic Aid Coverage, as defined in section 1.3.1, shall be activated for the following emergency incidents:

- A Residential or Commercial Structure Fire
- B. Residential or Commercial Fire Alarms
- C Building Collapse
- D High Priority Medical Calls
- E Any significant incident as determined by the on duty Chief Officer

ARTICLE 3
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

BSO, the TOWN, and the CITY shall be responsible for complying with all federal, state and local laws, rules, regulations, and codes including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations. BSO, the TOWN, and the CITY shall comply with the provisions stated in the Business Associates Addendum, which is attached hereto as Exhibit "B."

ARTICLE 4
LIABILITY

- 4.1 The parties shall defend any action or proceeding brought against its respective agency arising in connection with this agreement and shall be responsible for all its own costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 4.2 Each party is entitled to the privileges and protections of sovereign immunity pursuant to Chapter 768.28, Fla. Stat., and subject to the limitations of that provision shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes or actions arising out of or occurring during travel to or from its own emergency or disaster site or to or from an emergency or disaster site covered by this Agreement, and no indemnification or hold harmless agreement shall be in effect concerning such claims, demands, suits, actions, damages and causes of action.
- 4.3 Neither party hereto shall be deemed to have waived its sovereign immunity by entering into this Agreement.
- 4.4 For purposes of this Article, any use of the words "individually, separate, and each" are intended to refer to each agency's independent responsibilities and shall not be construed, in any manner, to impose personal liability upon BSO, the TOWN, or the CITY's governing body, or any other individual.

ARTICLE 5
TERMINATION

- 5.1 This Agreement may be terminated upon sixty (60) day written notice given by either party as provided in Section 9.6 herein.
- 5.2 This Agreement shall be deemed automatically terminated and of no further force and effect if either Party has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.
- 5.3 This agreement shall be deemed automatically terminated if the TOWN or CITY no longer has a contract with the Sheriff of Broward County for Fire and Rescue Services.
- 5.4 In the event this Agreement is terminated, the Town may terminate its Agreement with BSO upon providing thirty (30) days written notice.

ARTICLE 6
DEFAULT

If either party fails to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) days after receipt of written notice of such default from the other party, the party giving notice of default shall be entitled, at its option, but is

not required, to terminate this Agreement. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This paragraph shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 7
TERM OF AGREEMENT

- 7.1 The obligation to perform under this Agreement shall commence as of October 1, 2008.
- 7.2 Unless terminated earlier as provided for hereinabove, the term of this Agreement shall be from the date of commencement as provided for in paragraph 7.1 above. Thereafter, this Agreement shall be automatically renewed for one-year terms, unless either party notifies the other party in writing no later than sixty (60) days prior to the expiration of the term of its intent not to renew.
- 7.3.1 In the event either Party enters into joint powers, consolidated service area, or interlocal agreement which includes additional parties that agreement may supersede and provide for termination of this Agreement, in accordance with Article 5, above.
- 7.3.2 This agreement shall become effective October 1, 2008.

ARTICLE 8
CITY OF WESTON CONSENT

Pursuant to Section 2.6 of the "Agreement by and between the Sheriff of Broward County, Florida and the City of Weston for Emergency Medical, Fire Protection and Fire Prevention Services" dated December 10, 2007, "[t]he SHERIFF or the City shall not enter into any automatic aid agreements utilizing the personnel and/or equipment enumerated in this Agreement during the term of this Agreement without the mutual consent of both parties." The City of Weston, by its execution below, hereby consents to this Agreement, subject to its right to terminate as contained herein..

ARTICLE 9
MISCELLANEOUS

- 9.1 **Joint Participation:** The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 9.2 **Entire Agreement and Modification:** This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. No change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document signed by BSO, the TOWN, and the CITY.

- 9.3 Records: Each party shall permit the other party to examine all records pertinent to this Agreement and grants to the other party, the right to audit any books, documents and papers related to this Agreement that are generated during the term of this Agreement. The parties shall maintain the records, books, documents and papers associated with this Agreement in accordance with the records retention schedules outlined in the Florida Statutes for said records.
- 9.4 Agreement Administration: In the administration of this agreement as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the BSO Executive Director of Fire Rescue and Emergency Services, or designee, and the Fire Chief, or designee, of the TOWN or CITY.
- 9.5 Recordation/Filing: With the Office of the County Administrator of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 9.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for filing of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following at the respective places for giving notice.

FOR BSO

Sheriff
Broward Sheriff's Office
2601 West Broward Blvd.
Ft. Lauderdale, FL 33312

FOR THE TOWN OF SOUTHWEST RANCHES

Christopher J. Russo
Town Administrator
Town of Southwest Ranches
6589 S W 160 Avenue
Southwest Ranches, Florida 33331

With a copy to:

Town Attorney
Gary A. Poliakoff, J.D.
3111 Stirling Road
Fort Lauderdale, FL 33312

FOR THE CITY OF WESTON:

John R. Flint
City Manager
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

City Attorney
Jamie Cole, Esq.
200 East Broward Boulevard
Suite 1900
Fort Lauderdale, FL 33301

- 9.7 **Automatic Aid Agreements:** The parties acknowledge that any current automatic aid agreements with any other agency will continue in full force and effect notwithstanding execution and implementation of this Agreement. However, this Automatic Aid Agreement shall only be applicable specifically to the Town and City as described herein and may not be transferable for the benefit of any other party.
- 9.8 **Third Party Beneficiaries:** None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, there are no third party beneficiaries to this Agreement, and no third party will be entitled to assert a claim against either party based upon this Agreement.
- 9.9 **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party without the written consent of the other party.
- 9.10 **Waiver of Breach and Materiality:** Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 9.11 **Compliance with Laws:** Both parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations related to this Agreement.
- 9.12 **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made and written notice shall be provided to the other parties within thirty (30) days after the finding by the court become final.

- 9.13 Applicable Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.
- 9.14 Multiple Originals: Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.
- 9.15 C.O.N.: Both parties shall maintain, throughout the term of this Agreement, an ALS Rescue Certificate of Public Convenience and Necessity ("C.O.N.") from Broward County and an appropriate State of Florida license enabling each to provide advanced life support services, as well as, basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 9.16 Medical Director: Both parties presently have and shall maintain, throughout the term of this Agreement and any renewal term, a Medical Director as required by Chapter 401, Florida Statutes.

**INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, TOWN OF
SOUTHWEST RANCHES AND THE CITY OF WESTON PROVIDING FOR AUTOMATIC AND
MUTUAL AID OF FIRE RESCUE SERVICES WITH THE TOWN OF SOUTHWEST RANCHES.**

BSO

SHERIFF OF BROWARD COUNTY

AL LAMBERTI, SHERIFF

Date: _____

Approved as to form and legal sufficiency
Subject to execution by the parties:

By _____
Judith Levin, General Counsel

Date: _____

**INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, TOWN OF
SOUTHWEST RANCHES AND THE CITY OF WESTON PROVIDING FOR AUTOMATIC AND
MUTUAL AID OF FIRE RESCUE SERVICES WITH THE TOWN OF SOUTHWEST RANCHES.**

TOWN

ATTEST:

TOWN OF SOUTHWEST RANCHES

By: _____
Susan Owens, Town Clerk

By: _____
Mecca Fink, Mayor

By: _____
Christopher J. Russo, Town Administrator

__ Day of _____, 2008.

APPROVED AS TO FORM:

Gary A. Poliakoff, J.D., Town Attorney

**INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, TOWN OF
SOUTHWEST RANCHES AND THE CITY OF WESTON PROVIDING FOR AUTOMATIC AND
MUTUAL AID OF FIRE RESCUE SERVICES WITH THE TOWN OF SOUTHWEST RANCHES.**

CITY OF WESTON

ATTEST:

Patricia A. Bates, CMC, City Clerk

By: _____
Eric M. Hersh, Mayor

____ day of _____, 2008

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: _____
Jamie Alan Cole, City Attorney

By: _____
John R. Flint, City Manager

____ day of _____, 2008

____ day of _____, 2008

(CITY SEAL)

Exhibit A

**INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, TOWN OF
SOUTHWEST RANCHES AND THE CITY OF WESTON PROVIDING FOR AUTOMATIC AND
MUTUAL AID OF FIRE RESCUE SERVICES.**

GEOGRAPHIC AREAS

- CITY:** Within the corporate limits of the City of Weston between Griffin Road on the south, US 27 on the west, and I-75 on the east and north.
- TOWN:** Within the corporate limits of the Town of Southwest Ranches, Flamingo Road to the East, Griffin Rd on the North, Sheridan Street on the South, and US 27 to the West and the unincorporated areas of western Broward that include Everglades Holiday Park and the nearby Everglades Conservation Area, Broward County Landfill, and Broward Correctional Institution.

These boundaries are graphically displayed on the attached maps.

EXHIBIT B

**INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, TOWN OF
SOUTHWEST RANCHES AND THE CITY OF WESTON PROVIDING FOR AUTOMATIC AND
MUTUAL AID OF FIRE RESCUE SERVICES.**

BUSINESS ASSOCIATES ADDENDUM

BETWEEN

THE SHERIFF OF BROWARD COUNTY

AND THE

TOWN OF SOUTHWEST RANCHES

FOR

THE DELIVERY OF AUTOMATIC AID FIRE SERVICE

This BUSINESS ASSOCIATE ADDENDUM references the following Agreement by and between the Sheriff of Broward County (hereinafter called "BSO") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida (hereinafter each is referred to as "Business Associate).

WHEREAS, the parties entered into an Agreement providing for Business Associate to provide automatic aid coverage to the City of Weston (hereinafter referred to as "Existing Contract"); and

WHEREAS, BSO and the Business Associate have previously entered into the Agreement referenced above which addresses the operation of certain activities related to the provision of fire services; and

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

WHEREAS, BSO is a hybrid covered entity under HIPAA, and designated the Department of Fire Rescue and Emergency Services (hereinafter referred to as "BSOFR") as a covered component subject to HIPAA; and

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; and

WHEREAS, BSO and the BUSINESS ASSOCIATE desire to comply with the requirements of HIPAA and acknowledge respective responsibilities; and

WHEREAS, in conjunction with the Existing Contract, this BUSINESS ASSOCIATE Addendum is made and entered into by and between BSO and the BUSINESS ASSOCIATE; 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.

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"].

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 BSO any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from BSO or created or received on behalf of BSO 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 BSO 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 BSO 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 BSO or created or received on behalf of BSO available to BSO or to the Secretary of Health and Human Services or his designee within five (5) business days for the purposes of determining the BUSINESS ASSOCIATE'S 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 BSO 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 BSO, or an individual under procedures approved by BSO, 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.

BUSINESS ASSOCIATE agrees that, to the extent feasible, upon expiration or termination of the Existing Contract for any reason, BUSINESS ASSOCIATE shall return or destroy and retain no copies of all Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of BSO. If return or destruction of such information is not feasible, BUSINESS ASSOCIATE shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the Agreement had not been terminated. This provision should be read in harmony with Section 13.2 of the Existing Contract, entitled "Retention of Records for Audit and Public Records Purposes," so that records are retained for whichever retention period is longer. This provision shall survive the expiration or earlier termination of the Existing Contract(s).

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, BSO as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by BSO or the minimum necessary policies and procedures of BSO 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.

Except as otherwise limited in this Addendum, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to BSO as permitted by 42 CFR § 164.504 (e)(2)(i)(B).

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).

Obligations of BSO

BSO 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 ASSOCIATE'S use of Protected Health Information.

BSO 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.

BSO shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of Protected Health Information to which BSO has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect BUSINESS ASSOCIATE'S use of Protected Health Information.

BSO 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 BSO.

Term. The term of this Addendum shall be effective as of the date it is executed by each party, and shall terminate when all of the Protected Health Information provided by BSO or contractors for BSO or created or received by the BUSINESS ASSOCIATE on behalf of BSO is destroyed.

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