



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures					
Operating Costs	1,838,725	612,908			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>1,838,725</u>	<u>612,908</u>			
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

Is Item Included In Current Budget?	Yes	X	No	
Does this item include the use of Federal funds?	Yes		No	X
Budget Account	Exp No.: Fund	5012	Dept 700	Unit Various
	Rev No.: Fund		Dept	Unit
				Obj Various
				Obj

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

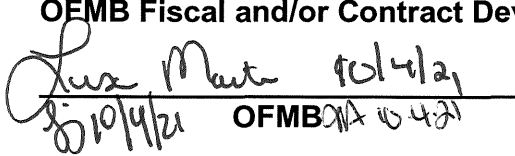
Employee Health Insurance Fund  
Budget Line 5012-700-Various Units

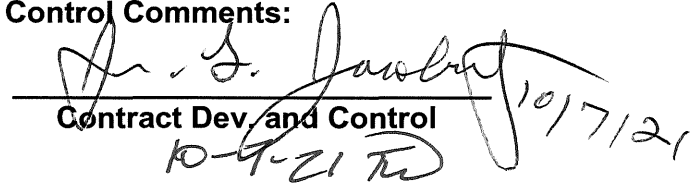
ASO Fees (\$33.94 per employee per month)	\$415.44
Estimated Participants	4,426
Total ASO Fees (Unit 7312)	<u>\$1,802,621</u>
Stop-Loss Premium (\$11.09 per employee per month)	\$113.76
Estimated Participants	4,426
Total Stop-Loss Premium (Unit 7312)	<u>\$589,012</u>
Wellness Program Incentive	\$50.00
Estimated Participants	1,200
Estimated Total Fees (Unit 7313)	<u>\$60,000</u>
Estimated Total Cost for Plan Year 2022	<u>\$2,451,633</u>

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OEMB Fiscal and/or Contract Dev. and Control Comments:**

  
10/14/21  
OFMB 10/14/21

  
Contract Dev. and Control  
10-9-21 TD 10/17/21

**B. Legal Sufficiency:**

  
10/8/2021  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**Attachments: (continued from Page 1)**

4. Attachment to the actuary's letter illustrating 2022 funding rates
5. Sixth Amendment to Interlocal Agreement R2002-2287, extending its term for five (5) years for the period January 1, 2022 through December 31, 2026

**Summary: (continued from Page 1)**

**Summary:** Staff recommends Board approval of the fourth and final annual option to renew the ASO Agreement with CHLIC for the period January 1, 2022 through December 31, 2022 on behalf of the employees of the Board of County Commissioners, Supervisor of Elections, and Palm Tran, Inc. (collectively participating in the plan through the provisions of Interlocal Agreement (R2002-2287). The total projected cost for plan year 2022 is \$79,440,934, which includes projected claims, fixed administrative, access, utilization, and disease management fees of \$1,802,621, and stop loss insurance costs of \$589,012 paid to CHLIC, representing an increase of \$5,684,108 over the actuary's projected cost for the expiring plan year. The increase in costs is driven by increased claims, including medical care rendered for the treatment of COVID-19, specialty drug costs, and large losses that have exceeded the specific stop loss per-claim cap of \$625,000. ASO/Access fees are renewing at a flat negotiated rate.

The plan includes an annual wellness allowance of \$175,000 for plan year 2022, with an additional \$120,000 in rollover funds from plan years 2020 and 2021 that were not expended due to activities being limited during the pandemic. In addition to its regular programming, the wellness program will launch a "Be Well Be Rewarded" wellness campaign with additional incentive opportunities for employees who participate in numerous preventive health initiatives.

Staff is not recommending changes to the level of County or employee funding for the health plans for the 2022 plan year, as the plan has sufficient reserves to securely meet the 60 days of claims safe harbor surplus margin required by the Office of Insurance Regulation ("OIR"). The actuary has certified that the self-insured fund remains in a strong financial position and is projected to remain so through 2022 and will be sufficiently funded to maintain the required margin for the OIR safe harbor surplus threshold. Sufficient funds have been budgeted to fund the program.

The Fifth Amendment to Interlocal Agreement R2002-2287, between the County, Palm Tran, Inc. (Palm Tran), and SOE expires December 31, 2021. This Agreement established the participation of the parties in the Board's group health insurance plans. Staff recommends Board approval to renew the Agreement for another five-year term beginning January 1, 2022, through December 31, 2026. Countywide (HH)

**Background and Justification: (continued from Page 1):**

The County has self-insured its health insurance plans since 2003. Annual claims experience is difficult to predict, but has been generally consistent with, or in some years, more favorable than the numbers projected by the plan's actuary since the County became self-insured with the exception of a few plan years.

Staff recommended a 3% increase in funding level of employer and employee contributions for plan year 2018 to maintain a funding level that satisfies the OIR safe harbor threshold. This recommendation was lower than the 7% projected increase, which was determined by the plan's actuary, during the 2018 budget process. This was due to a lower than projected claims trend and the RFP process and subsequent negotiations generating more favorable terms for ASO fees, reinsurance premiums and pharmacy rebates, as well as no longer having to fund the Transitional Reinsurance Fee under the Affordable Care Act (ACA) for the upcoming plan year.

Claims are projected at \$79,440,394 for Plan Year 2022, which is an increase of \$6,025,897 over the projected 2021 expected claims of \$73,414,497. Some of the projected increase will be offset by an anticipated increase in pharmacy rebates, which are projected to increase from \$3,383,722 in 2021 to \$3,839,536 in 2022. Although claims are showing an upward trend currently, staff is not recommending a funding increase due to sufficient reserves to absorb additional claims costs for the 2022 plan year; but may be necessary for plan year 2023 if the

trend continues.

In conjunction with its administrative services, Cigna will continue to provide two full time on-site service representatives and one full time wellness coordinator to serve the County in a dedicated role.

The County and Palm Tran have been parties to this Agreement since December 17, 2002, with SOE joining the Agreement effective January 2, 2007. The Agreement has been renewed with five Amendments, with the last Amendment carrying the term of the Agreement through December 31, 2021. Staff recommends renewal of the Agreement, which includes a previously executed Business Associate Agreement (BAA) between Palm Beach County and SOE under the provisions of HIPAA.



August 30, 2021

Mr. Scott Marting  
Director, Risk Management  
Palm Beach County Board of County Commissioners  
100 Australian Avenue, Suite 200  
West Palm Beach, FL 33406

1571 Sawgrass Corporate Parkway  
Suite 300  
Sunrise, FL 33323  
Telephone 954-790-8152  
Dina.Dangelo@Cigna.com

Dear Scott:

Cigna is pleased to offer the following ASO fees for the contract period January 1, 2022 through December 31, 2022:

**Administrative Fees**

Network & Network POS	\$16.12 per employee per month
OAPIN	\$16.12 per employee per month

**Access Fee**

Network & Network POS	\$5.65 per employee per month
OAPIN	\$5.65 per employee per month

**Utilization Fee**

Network & Network POS	\$6.50 per employee per month
OAPIN	\$6.50 per employee per month

**Disease Management Fee**

Network & Network POS	\$5.67 per employee per month
OAPIN	\$5.67 per employee per month

**Specific Stop Loss @ \$625,000 level**

Network & Network POS	\$11.09 per employee per month
OAPIN	\$11.09 per employee per month

Sincerely,

***Dina D'Angelo***

Dina D'Angelo  
Sr. Client Manager

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Dina D'Angelo  
Senior Client Manager

ATTACHMENT 2  
PAGE 1 OF 1



August 24, 2021

1571 Sawgrass Corporate Parkway  
Suite 300  
Sunrise, FL 33323  
Telephone 954-790-8152  
Dina.Dangelo@Cigna.com

Mr. Scott Marting  
Director, Risk Management  
Palm Beach County Board of County Commissioners  
100 Australian Avenue, Suite 200  
West Palm Beach, FL 33406

Dear Scott:

Cigna has agreed to rollover any remaining unused wellness funds from the 1/1/2021 plan year into the 1/1/2022 plan year to be spent by year end 2022. This exception applies to any remaining unused funds in the Wellness Rollover Fund from 2020 and the current 2021 Wellness Fund. Thank you.

Sincerely,  
***Dina D'Angelo***  
Dina D'Angelo  
Sr. Client Manager

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2255 Glades Rd  
Boca Raton, FL 33431  
USA

561-998-6732  
[www.aig.com](http://www.aig.com)

September 21, 2021

Mr. Scott Marting  
Director, Risk Management  
Palm Beach County  
100 Australian Ave., Ste. 200  
West Palm Beach, FL 33406

Re: Calendar Year 2022 Health Plan Projections

Dear Scott:

We have reviewed the County's claim experience under your health plan through June 2021. We projected the total 2022 calendar year expense based on enrollment of 4,426 employees (enrollment at the time of these calculations). Below is a description of the methodology and assumptions used in the projections.

***Impact of COVID -19***

The experience period used for the 2021 projections was adjusted to reflect the shut-down of elective procedures resulting in below average claims for a few months in 2020. As we use 24-month experience period for projection purposes, this shutdown period in 2020 is still included in the 2022 projection experience; therefore, an adjustment will again be made to project 2022 claims. This adjustment was +2.9% added to the medical claims for the 12-months ending June 30, 2020. This experience period was given a weight of 10%. No further adjustment were made for COVID at this time; however, we will continue to monitor this as the Delta variant seems to be challenging hospital capacities.

***Plan and Contribution Changes***

For 2022, the contributions (both employee and employer) and the plan design remain the same as in 2021.

***Stop-Loss Coverage***

The stop-loss premium increased to \$11.09 from \$9.48 or 17.0% (\$85,000) with no change to the deductible of \$625,000. The plan had \$1,192,000 in recoveries in 2020 compared to \$505,000 in premiums paid. As of June 2021, there were no claims exceeding the stop-loss deductible.

***Administrative Fees***

The administrative fee remains under the 5-year guarantee of no increase. The fee is \$33.94 per employee per month.

***Pharmacy Rebates***

Cigna increased the rebates for each eligible prescription in 2022. The pharmacy rebate estimate has been increased to \$3,840,000 in 2022 compared to a projected \$3,384,000 projected for 2021 due to this change.



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**Projected 2022 Total Expense and Fund Balance**

Below is a table showing the components of the 2022 projected expense using claim data through June and final negotiated ASO expenses and stop-loss premiums.

	2021	2022
Projected Enrollment	4,435	4,426
Expected Claims	\$73,414,497	\$79,440,394
ASO/Access Fees	\$1,806,321	\$1,802,621
Reinsurance Premiums	\$504,535	\$589,012
PCORI Fees	\$22,716	\$23,522
Other Expenses	\$1,622,104	\$1,654,546
Pharmacy Rebates	(\$3,383,722)	(\$3,839,536)
<b>Total Projected Expense</b>	<b>\$73,986,451</b>	<b>\$79,670,559</b>
<b>Total Projected Revenue (no changes)</b>	<b>\$72,123,752</b>	<b>\$72,011,741</b>
<b>Projected Gain/(Loss)</b>	<b>(\$1,862,699)</b>	<b>(\$7,658,818)</b>
<b>BOY Surplus</b>	<b>\$28,453,000</b>	<b>\$26,590,301</b>
<b>EOY Surplus</b>	<b>\$26,590,301</b>	<b>\$18,931,483</b>
<b>OIR 60-Day Requirement</b>	<b>\$13,155,519</b>	<b>\$14,015,953</b>

If no plan and contribution changes are made for the 2022 plan year and there are no withdrawals from the fund, the plan is projected to meet the OIR 60-day surplus threshold. This will not be the case in 2023 as trend alone will result in an even larger loss in 2023 if no changes are made. The plan is in good financial position for the upcoming year; however, the County should consider changes in the near future to reduce cost and/or increase funding.

Please let me know if you have any questions about this or need any additional information.

Sincerely,

Sharon Leach, ASA, MAAA, FCA  
Actuarial Consultant

CC: Glen Volk, Gallagher  
Barbara Crowe, Gallagher  
Michelle Nathan, Gallagher



Palm Beach County Board of County Commissioners 2021 and 2022 Funding								
Plan	Tier	2021 Illustrative Rates			2022 Illustrative Rates			Employee Increase
		Total	County	Employee	Total	County	Employee	
HMO	EE	\$794.28	\$ 763.28	\$31.00	\$794.28	\$ 763.28	\$31.00	0%
	EE + 1	\$1,653.14	\$ 1,452.14	\$201.00	\$1,653.14	\$ 1,452.14	\$201.00	0%
	Family	\$2,268.30	\$ 1,928.30	\$340.00	\$2,268.30	\$ 1,928.30	\$340.00	0%
	Overage Dep	\$476.56	\$0.00	\$476.56	\$476.56	\$0.00	\$476.56	0%
OAPIN	EE	\$830.02	\$ 781.02	\$49.00	\$830.02	\$ 781.02	\$49.00	0%
	EE + 1	\$1,727.53	\$ 1,452.14	\$275.00	\$1,727.53	\$ 1,452.14	\$275.00	0%
	Family	\$2,370.37	\$ 1,928.30	\$442.00	\$2,370.37	\$ 1,928.30	\$442.00	0%
	Overage Dep	\$498.00	\$ -	\$498.00	\$498.00	\$ -	\$498.00	0%
POS	EE	\$880.96	\$813.96	\$67.00	\$880.96	\$813.96	\$67.00	0%
	EE + 1	\$1,808.38	\$1,480.38	\$328.00	\$1,808.38	\$1,480.38	\$328.00	0%
	Family	\$2,482.26	\$1,981.26	\$501.00	\$2,482.26	\$1,981.26	\$501.00	0%
	Overage Dep	\$545.60	\$0.00	\$545.60	\$545.60	\$0.00	\$545.60	0%

Created September 10, 2020

SIXTH AMENDMENT  
TO INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY ON BEHALF OF ITS DEPARTMENT OF RISK  
MANAGEMENT AND PALM TRAN INC. AND PALM BEACH COUNTY  
SUPERVISOR OF ELECTIONS  
(Agreement No. 2002 2287)

THIS SIXTH AMENDMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 to Agreement No. R2002 2287, dated December 17, 2002, is hereby entered into by Palm Beach County, a Political Subdivision of the State of Florida, (hereinafter "County") on behalf of its Department of Risk Management and Palm Tran, Inc. (hereinafter "Palm Tran"), and the Palm Beach County Supervisor of Elections (hereinafter "SOE").

**WITNESSETH:**

**WHEREAS**, the parties have entered into the Interlocal Agreement of December 17, 2002, hereinafter referred to as the "Agreement", under which the parties have established a self-insured group health benefits program to provide group health benefits coverage for employees and their eligible dependents, retirees, and COBRA participants and set forth the obligations and responsibilities of each party with regard to the group health benefits program; and

**WHEREAS**, the initial term of the Agreement continued in full force and effect up to and through December 31, 2005 and was by and between the County and the Solid Waste Authority of Palm Beach County; and

**WHEREAS**, the First Amendment of this Agreement renewed the term for one (1) additional one year period up to and through December 31, 2006 (R2005-1753); and

**WHEREAS**, the Second Amendment of this Agreement renewed the term for five (5) additional years up to and through December 31, 2011 (R2006-2288); and

**WHEREAS**, the Third Amendment of this Agreement added the Supervisor of Elections as a party to this Agreement effective January 2, 2007 (R2007-0070); and

**WHEREAS**, The Solid Waste Authority exercised the termination rights under this Agreement effective December 31, 2008, leaving the County, Palm Tran, and Supervisor of Elections as remaining parties to this Agreement; and

**WHEREAS**, the Fourth Amendment of this Agreement effective October 11, 2011 renewed the term for five (5) additional years up to and through December 31, 2016 (R2011-1668); and

**WHEREAS**, the Fifth Amendment of this Agreement effective October 17, 2016 renewed the term for five (5) additional years up to and through December, 31, 2021 (R2016-1816); and

**WHEREAS**, it is necessary to amend the Interlocal Agreement to renew the

term for five (5) additional years up to and through December 31, 2026.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Board of County Commissioners and on behalf of Palm Tran, Inc. and Supervisor of Elections are hereby restated as parties to this agreement, and shall continue to assume all the rights and responsibilities as a participant in the self-insured group health benefits program established through Interlocal Agreement R2002 2287.
3. The term of this Agreement is amended to include five (5) additional years up to and through December 31, 2026.
4. The attached Business Associate Agreement Between Covered Entity (County) and Business Associate (Supervisor of Elections), executed on November 21, 2016, remains in effect and shall be incorporated into this Agreement.
5. All other provisions of said Agreement, dated December 17, 2002, previous amendments thereto, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Sixth Amendment to the Agreement between Palm Beach County on behalf of its Department of Risk Management and Palm Tran, Inc. and Supervisor of Elections and has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO  
CLERK AND COMPROLLER

PALM BEACH COUNTY,  
FLORIDA BY ITS BOARD OF  
COUNTY COMMISSIONERS AND  
  
ON BEHALF OF PALM TRAN, INC.

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: *Jim Br...*  
County Attorney

By: *Scott Mar...*  
Scott Marling, Director  
Risk Management

WITNESS:

SUPERVISOR OF ELECTIONS OF  
PALM BEACH COUNTY

*Ashley Haulihan*  
Signature

By: *Wendy Santony Link*

Ashley Haulihan  
Name (type or print)

*Wendy Santony Link*  
Its *SDE*

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

This Business Associate Agreement ("Agreement") between Palm Beach County Board of County Commissioners, hereinafter referred to as "Covered Entity," and Palm Beach County Supervisor of Elections, hereinafter referred to as "Business Associate," parties to Agreement No. R2016-\_\_\_\_\_ entered on \_\_\_\_\_, 2016, is executed to ensure that in the execution of Agreement No. R2016-\_\_\_\_\_, 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.

**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, the protections of this Agreement will extend to such PHI.

Agreed to this 21st day of November, 2016.

COVERED ENTITY

PALM BEACH COUNTY, FLORIDA, BY  
BOARD OF COUNTY

ITS  
COMMISSIONERS

WITNESS:

[Signature]  
Signature

By: Nancy L. Bolton  
Nancy Bolton, County HIPAA Privacy  
Officer/Assistant County Administrator,  
Through Verdenia Baker, County Administrator

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]

WITNESS:

[Signature]  
Signature  
Mark Tatal  
Name

BUSINESS ASSOCIATE

By: Susan Bucher  
Signature  
Susan Bucher  
SUPERVISOR OF ELECTIONS  
Name and Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_