

	<b>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</b> PROCUREMENT DIVISION	Effective Date: January 1, 2023
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**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

**AMENDMENT NO. 2**

**CONTRACT #Y21-2202  
AGREEMENT BETWEEN VICTIM SERVICE CENTER OF CENTRAL FLORIDA, INC.  
AND ORANGE COUNTY, FLORIDA**

By mutual agreement, the contract is changed as follows:

1. The term of the agreement is hereby renewed from January 1, 2023 through December 31, 2023.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**VICTIM SERVICE CENTER OF CENTRAL FLORIDA, INC.**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

By: 



Print Name: Luigi Damiani

Carrie Mathes, CFCM, NIGP-CPP, CPPO, C.P.M.

Title: Executive Director

Manager, Procurement Division

Date: 1/4/23

Date: 1.4.2023

	<b>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</b> PROCUREMENT DIVISION	Effective Date: January 1, 2022
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**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

**AMENDMENT NO. 1**

**CONTRACT #Y21-2202  
AGREEMENT BETWEEN VICTIM SERVICE CENTER OF CENTRAL FLORIDA, INC.  
AND ORANGE COUNTY, FLORIDA**

By mutual agreement, the contract is changed as follows:

1. The term of the agreement is hereby renewed from January 1, 2022 through December 31, 2022.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**VICTIM SERVICE CENTER OF CENTRAL  
FLORIDA, INC.**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

By: 



Print Name: Luigi Damiano

Carrie Mathes, CFCM, NIGP-CPP, CPPO, C.P.M.

Title: Executive Director

Manager, Procurement Division

Date: 11-1-2021

Date: 11.05.2021

Contract No. Y21- 2202

THIS AGREEMENT is entered into, beginning January 1, 2021, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "COUNTY, and Victim Service Center of Central Florida, Inc., a nonprofit corporation under the laws of the State of Florida, hereinafter referred to as the "AGENCY".

**ARTICLE I  
SERVICES TO BE PERFORMED**

1. The AGENCY shall provide services as outlined in Attachment A, which is hereby incorporated by reference and made a part of this Agreement.
2. The AGENCY shall notify the COUNTY, in writing, if sufficient staff, facilities, and equipment necessary to deliver the agreed upon services cannot be maintained.

**ARTICLE II  
PAYMENTS**

1. The COUNTY shall pay to the AGENCY a total amount not to exceed \$46,107 over the twelve (12) month period of the Agreement. The AGENCY will bill the COUNTY on a monthly basis, at the amounts set forth in Attachment B, which is hereby incorporated by reference and made part of this Agreement. The County will only pay so long as the AGENCY is in compliance with all terms and conditions of this Agreement, such amount being the maximum compensation to be paid by the COUNTY for services provided under this Agreement.
2. The COUNTY reserves the right to adjust compensation to the AGENCY in accordance with this Agreement. This adjustment may be based on actual or projected delivery of units of service as provided for in this Agreement.
3. TRUTH IN NEGOTIATION CERTIFICATE: Signature of this Agreement by the AGENCY shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within 1 year following final payment.

4. PRICE ESCALATION (CPI): The County may allow a price escalation provision

within this award. The original contract prices shall be firm for an initial one (1) year period. A price escalation will be considered at one (1) year intervals thereafter, provided the Agency notifies the County, in writing, of the pending price escalation a minimum of (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumer Price Index (CPI-U) for all Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. The calculation requires subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment) to determine the overall change, then dividing the overall change by the base period index, and multiplying by 100 to identify the percentage change.

The Maximum allowable increase in any one year shall not exceed 4%, unless authorized by the Manager of Procurement, and shall be memorialized by written amendment to this Agreement. No retroactive price adjustments will be allowed.

### **ARTICLE III**

#### **TERM OF CONTRACT, TERMINATION, NOTICE, MODIFICATION AND SUSPENSION**

1. The term of this Agreement shall commence on January 1, 2021 and shall continue until December 31, 2021. This Agreement may be renewed for two additional 1 year periods upon mutual agreement of both parties. Any such renewal shall be in writing, as an amendment to this Agreement, and such amendment shall be executed by both parties. Renewal of the Agreement shall be subject to appropriation of funds by the Board of County Commissioners.
2. This Agreement may be terminated at any time by either Party without cause, or by mutual consent of the Parties, upon thirty (30) days written notice of intent to terminate, except as set forth in paragraphs 3 and 4 herein. In the event of termination, the COUNTY shall pay for all services satisfactorily rendered pursuant to this Agreement, prorated to the date of termination. If payments are made to the AGENCY before services are rendered, the AGENCY shall remit to the COUNTY all excess money paid, prorated to the date of termination.
3. It is further agreed that, in the event funds to finance all or part of this Agreement do not become available, obligations of each party thereunder may be terminated upon no less than twenty-four (24) hours written notice to the other party. Said written notice shall be delivered by either certified mail with return receipt requested, or by facsimile or in person with proof of delivery. The COUNTY shall be the sole and final authority as to the determination of the availability of funds and as to how any available funds will be allocated among its various service providers.

4. If the AGENCY breaches any term of this Agreement, the COUNTY may, by written notice of breach to the AGENCY, terminate the whole or any part of this Agreement. Waiver by the COUNTY of breach of any provision of this Agreement shall not be deemed to be a waiver of any other term or provision and shall not be construed to be a modification of the terms of this Agreement.
5. After receipt of a notice of termination, except as otherwise directed, the AGENCY shall:
  - a. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination.
  - b. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
  - c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
  - d. Handle all property as directed by the COUNTY.
  - e. Finalize all necessary reports and documents required under the terms of this Agreement up to the date of termination.
  - f. Take any other actions as directed in writing by the COUNTY.
6. Except as provided herein, any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by the legally authorized representatives of both parties and made a part of the original Agreement. The Parties agree to renegotiate this Agreement if revisions to any applicable laws or regulations make changes in this Agreement necessary.
7. The laws of the State of Florida shall govern this Agreement. The venue for any litigation involving this Agreement shall be the Ninth Judicial Circuit in and for Orange County, Florida.

#### **ARTICLE IV INDEMNIFICATION, SAFETY AND INSURANCE**

1. **Indemnification:** To the fullest extent permitted by law, the AGENCY shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorneys' fees) of any kind or nature arising directly or indirectly out of, or caused in whole or in part by, any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

2. **Protection of Persons and Property:** The AGENCY shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

a. The AGENCY shall take all reasonable precautions for the safety and protection of:

- 1) All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
- 2) All property, materials and equipment on the premises under the care, custody or control of the AGENCY.

b. The AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents, or employees, onto COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

c. The AGENCY shall comply with and shall ensure that its employees and contractors comply with all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes but is not limited to the following:

- 1) Occupational Safety & Health Act (OSHA)
- 2) National Institute for Occupational Safety & Health (NIOSH)
- 3) National Fire Protection Association (NFPA)

The AGENCY must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

d. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

3. **Prohibited Entry and Removal from the Premises:** The County may, at its sole and absolute discretion, prohibit entry into any of its correctional facilities, or remove any Agency employee, representative, agent, or volunteer from its premises at any time.

4. **Insurance:**

- a. The AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY'S review or acceptance of insurance maintained by the AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Agreement.
- b. The AGENCY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (If any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
- c. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Agreement to verify such coverage:
  - 1) Workers' Compensation – The Agency shall maintain coverage for its Employees and volunteers within statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County.
  - 2) Commercial General Liability - The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. The AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
  - 3) Professional Liability (Errors & Omissions) or Medical Malpractice, as applicable The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this Agreement or shall be at least twice the required per claim limit provided, however:
- d. If the AGENCY is an agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the AGENCY may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-

insurance shall be provided to the COUNTY.

- e. The AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured - Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- f. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A - Class VIII.
- g. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- h. The AGENCY shall provide to the COUNTY current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above for continuing service contracts. Renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without 30 days prior written notice to the COUNTY. The certificate holder shall read:

**Orange County Board of County Commissioners  
Attn: Procurement Division  
400 East South Street  
Orlando, Florida 32801**

## **ARTICLE V RECORDS**

- 1. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the COUNTY, including reports, specifications, drawings, maps, and tables, must be made available for inspection, and upon request and payment, copying, unless such public records falls within an exception or exemption to the Public Records Act.
- 2. The AGENCY shall maintain financial and program(s) records and reports related to the services provided under this Agreement and shall if requested submit reports to the COUNTY that indicate persons impacted or served by this Agreement. Failure to submit reports or records within five normal COUNTY working days may result in the



termination of this Agreement.

3. If applicable, the COUNTY may request, and the AGENCY shall provide original records.

## **ARTICLE VI AUDIT REMEDIES FOR IMPROPER USE OF FUNDS**

1. The Orange County Comptroller (Comptroller or designee) shall have the right to audit all the AGENCY'S records, pursuant to this Agreement, to audit the funds disbursed under this Agreement to ensure the AGENCY'S compliance with the terms, conditions and obligations of this Agreement. The Comptroller shall have full access to all AGENCY records, documents and information, related to this Agreement, whether on paper or electronic media necessary to perform this audit.
2. The Agency shall establish and maintain a reasonable accounting system, which enables ready identification of the Agency's cost of goods/services and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods/services for at least 5 years after completion of this Agreement. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Agency for the purpose of inspection or audit by appointment during normal business hours at the Agency's place of business.
3. The COUNTY shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, the right to terminate contribution payments; and payment of restitution for any funds utilized by the AGENCY, in a manner which is not in conformance with the terms of this Agreement.

## **ARTICLE VII CIVIL RIGHTS**

1. There will be no discrimination against any employee or person served by the AGENCY under this Agreement, or in the delivery of any services by, or operation of the AGENCY on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement.
2. The AGENCY shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regards to persons served.

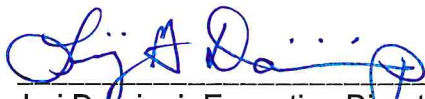
## **ARTICLE VIII SAFEGUARDING INFORMATION**

1. The Business Associate Agreement as Exhibit C shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this Agreement.
2. The AGENCY shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with all applicable Federal, Florida State, and local laws, rules and regulations, except on written consent of the recipient, his or her attorney, or his or her responsible parent or guardian, and the COUNTY.
3. In the course and scope of performing services under this Agreement, the AGENCY may receive, be exposed to or acquire confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential ("Confidential Information") of another Party. The AGENCY, including its employees, agents or representatives, shall: (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Contract; and (B) only permit use of such Confidential Information by employees, agents and representatives that have a need to know in connection with the performance of services under this Agreement; and (C) advise each of its employees, agents and representatives of their obligations to keep such Confidential Information confidential.

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.

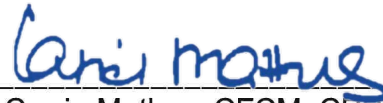
VICTIM SERVICE CENTER  
OF CENTRAL FLORIDA, INC.

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA



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Lui Damiani, Executive Director



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Carrie Mathes, CFCM, CPPO, C.P.M., FCPM  
Manager, Procurement

11/5/20

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Date

11/25/2020

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Date

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**SEXUAL TRAUMA RECOVERY PROGRAM**

**Contract No. Y21- 2202**

**BACKGROUND:**

It is estimated that more than 70% of incarcerated females have experienced sexual trauma and victimization. The traumatic experience is a significant factor leading to substance abuse and mental health issues.

In order to address past trauma and start the healing process, Orange County Corrections is committed to providing a safe environment where individual and group counseling will be offered to victims of sexual violence. The Sexual Trauma Recovery program will provide victims with the opportunity to identify the traumatic events, resulting in dysfunctional behavior patterns and develop coping skills. These measures are essential for long-term change and effective recovery.

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that establishes standards and provides for the safety of incarcerated persons. The standards include access to a confidential 24/7 hotline to report instances of sexual abuse or sexual assault as well as access to emotional support services. Additionally, the PREA Standards mandate access to forensic medical exams by qualified staff and if requested, Victim Advocates for inmate victims of sexual assault.

**TARGET POPULATION**

The SEXUAL TRAUMA RECOVERY PROGRAM will serve sentenced and pre-sentenced inmates in the Orange County Jail in need of services, regardless of age or gender.

The requirements associated with the PREA Standards will serve the inmate population in providing access to confidential reporting of sexual abuse and sexual assault as well as a method of receiving crisis intervention related to sexual assaults.

**STAFF REQUIREMENTS**

Victim Service Center of Central Florida (VSC) counselors shall possess a minimum of a Master's degree in Human Services, Social Work, Counseling, Trauma or related field

from an accredited institution and a minimum of 2 years of professional experience.

Supervisory staff shall possess a State of Florida License in Mental Health Counseling or related field, and possess a minimum of 4 years' experience, 2 of which must be in a supervisory capacity.

### **SEXUAL TRAUMA RECOVERY PROGRAM SERVICES**

VSC shall provide the following services to assist victims of sexual assault, sexual abuse, and sex trafficking, including but not limited to:

- 1) The Sexual Trauma Survivor Program shall be an open ended program. Depending on the level of participation, Corrections Management may determine a need for additional groups. The program will be open to all ages and all genders, however some components (e.g. group service) will be gender-specific, due to the nature of the topic and/or safety requirements of the facility.
  
- 2) Potential inmates/clients who disclose victimization of sexual abuse will be referred by OCCD Inmate Programs staff or VSC staff for an assessment by VSC as to appropriateness for services. VSC screening tools will be used to determine prior trauma history.
  
- 3) Each participant shall go through the "Treatment Process" as follows:
  - a) General awareness of sexual trauma victims services via an orientation
  - b) Individual screening/assessments
  - c) Pre and post evaluations
  - c) Individual case plan/interventions
  - d) Eight week group cycle
  - e) On-going monitoring of progress
  - f) Direct provision of services, post incarceration in order to continue treatment in the community
  - g) Referrals to other programs and activities as appropriate

- 4) VSC will provide a one (1) hour **orientation/education session** on a weekly basis, depending on demand. As part of the **orientation/education component**, VSC staff will inform female inmates of services available upon release from OCCD. Available services may include crisis counseling, advocacy/accompaniment, information and referrals, support groups, and therapy as appropriate. The services will allow for the continuity of care in the event an inmate elects to continue services with VSC.  
**Note: Post-release services are not part of this Agreement and will be at no cost to OCCD. Information regarding persons served post detention will not be shared with OCCD unless the client signs a release of information.**
- 5) Female inmates who demonstrate an interest in participating in additional Sexual Trauma programming will be screened by a VSC therapist to determine appropriateness. Upon an individual assessment, an inmate will be considered a VSC client and, as such, asked to provide demographic information, a brief psychosocial history, and informed consent to participate in services offered. Based on the information obtained through the **Assessment**, VSC staff may refer the inmate for **Group Session** and/or **Individual Counseling Session** participation.
- 6) A VSC Master's Level Sexual Assault Counselor will provide individual services to female inmate clients which will include: **Individual Assessments** (one hour) and/or **Individual Counseling Sessions** (one hour) for up to thirteen (13) hours per week. Assessments will be conducted once per inmate incarceration episode (unduplicated). Individual counseling sessions may be duplicated for inmates and will be scheduled/conducted based on client need/appropriateness, history, and incarceration duration.
- 7) VSC will provide eight (8) weeks of one (1) hour per week group sessions for the female inmates willing to actively/appropriately participate in the group sessions. An inmate may be rejected from the group sessions if she: a) is expected to be released in less than (8) eight weeks, b) poses a safety threat to herself or others, c) is unwilling to actively/ appropriately participate in the group process, or, d) is restricted from the program based on security factors.
- 8) Each eight (8) week group shall have no more than twelve (12) twelve inmate participants. Each one (1) hour session will be facilitated by one of the Master's Level Certified Sexual Assault Counselors.
- 9) VSC will use pre and post program testing to determine the program's success. The acceptable improvement level will demonstrate that, on average, participants have a 75% or higher rate of satisfaction from pre-test to post-test following completion of the 8 week Sexual Trauma group.

- 10) VSC case management staff will provide up to three (3) hours per week of case review, file maintenance, supervision and training with Orange County Programs staff at the VSC site.
- 11) VSC will be paid two (2) hours per week for administrative services related to the preparation of the orientation/education sessions, individual screening/assessments, group sessions and individual counseling sessions outlined in this agreement.
- 12) OCCD will allow for up to 10 additional hours per month for services for male inmates as needed/requested to include: **Individual Assessments** (one hour) and/or **Individual Counseling Sessions** (one hour). Individual counseling sessions may be duplicated for inmates and will be scheduled/conducted based on client need/appropriateness, history, and incarceration duration.
- 13) Except as noted in item 10, all services will be performed on-site at OCCD.
- 14) Per reporting requirements for grant funders & per Florida statutes specific to Sexual Assault Counselor-Victim Privilege; client case records will be maintained at the VSC agency. Supplemental information, such as group attendance sheets, will be maintained at the Female Detention Center.
- 15) OCCD will provide access to a computer and software including Microsoft Word, Excel, Outlook and Inter/ Intranet. OCCD will also provide availability and use of laptop, projector, jump drive and related equipment for group services. OCCD shall permit VSC to have a gate pass in order to allow for the jump drive device to enter the facility. Information saved on a jump drive should be non-client related and HIPPA compliant. Jump drive documentation will include group PowerPoint slides, forms and handouts.

## PREA SCOPE OF SERVICES

VSC shall comply with the provisions of the Prison Rape Elimination Act of 2003 ("PREA," P.L. 108-79); and

- 1) Maintain a 24/7 Sexual Assault Hotline staffed by experienced Victim Advocates trained in the area of sexual violence and crisis intervention.
- 2) Notify the OCCD command center of allegations of sexual abuse, providing the maximum amount of information possible while protecting confidential information and allowing the inmate to remain anonymous upon request.

- 3) Upon request, provide training for OCCD staff on sexual violence and the agency's role and related services.
- 4) Supply OCCD with posters and literature highlighting the 24/7 Sexual Assault Hotline number and services available.
- 5) Maintain privileged communication with clients as required by State and Federal law and agency policies, and provide to OCCD, and update as appropriate, such agency policies.
- 6) Provide OCCD inmates with confidential emotional support services related to sexual abuse occurring in jail, as reported through the 24/7 Hotline or via mail.
- 7) Upon notification by law enforcement following an investigatory interview, the Agency's Victim Advocate on-call will activate a Sexual Assault Nurse Examiner (SANE). Both team members will respond to the Treatment Center within 60 minutes of being called or at a later mutually agreed time as requested by OCCD in the event that additional time is necessary to securely transfer the inmate victim.
- 8) Provide medical intervention / forensic evidence collection examination to include:
  - a. Assess the physical status of the alleged sexual violence victim.
  - b. Document any injuries; provide prophylactic treatment or access to treatment for sexually transmitted infections.
  - c. Provide accessibility to or provision for pregnancy prevention prophylaxis.
  - d. Advise about medical choices, treatment options, and risk/benefits of treatment options, and assist in making informed decisions.
  - e. Maintain a system of documenting the medical evaluation process (e.g. medical charts, diagrams, pictures) and regularly review this process.
  - f. Provide inmate clients with the opportunity to sign a Release of Information for records to be provided to the OCCD Medical Staff for the purpose of continuity of care.
- 9) Provide a Sexual Assault Counselor covered by Florida Statute §90.5035 (a "Victim Advocate"), as requested by the victim, who shall be present during the exam and shall provide emotional support, crisis intervention, information, and referrals.
- 10) Offer additional support services to former OCCD inmate victims of sexual violence, upon their release.



- 11) Communicate any questions or concerns to OCCD's staff, PREA Coordinator, and/or management.
- 12) Provide, upon request, training for correctional staff on sexual violence and VSC's role and related services.
- 13) Submit to any/all background screening, orientation, training, and access credentialing as and when necessary.
- 14) The VSC will be required to participate with the PREA audit process which is conducted every three (3) years by a Department of Justice (DOJ) certified auditor and will include:
  - a. Participating with an interview conducted by the auditor regarding the services provided to OCCD inmates.
  - b. Providing statistical data on services delivered to OCCD inmates to include; Sexual Assault Hotline calls, SANE exams, Victim Advocate Services and Confidential Support Services.

OCCD will:

- 1) Make information available to all inmates that the Victim Services Center is the Certified Sexual Assault Program serving Orange County Corrections.
- 2) Provide OCCD inmates with the Victim Services Center Hotline phone number and mailing address for confidential emotional support services related to sexual abuse complaints/allegations that occur while incarcerated.
- 3) Inform OCCD inmates of the extent to which Victim Services Center communications may be monitored.
- 4) Respect the nature of confidential and privileged communication between the Victim Service Center staff and the inmate victim, in compliance with applicable OCCD policies and procedures and federal and state laws regarding the confidentiality and privacy of such information.
- 5) Inform OCCD inmates of mandatory reporting laws.
- 6) Facilitate the placement of informational posters provided by the Victim Service Center in areas visible to inmates.
- 7) Coordinate with law enforcement any time that an allegation of sexual assault of an inmate in the custody of OCCD is reported or discovered; if sustained by law enforcement within 120 hours of the incident, OCCD will request that law enforcement use the Victim Services Center 24/7 Hotline (407-497-6701, 407 500-HEAL) to contact VSC Victim Advocate on-call.
- 8) With the exception of those cases where an overriding security concern exist, OCCD will transport the victim of alleged sexual assault to the Sexual Assault

Treatment Center for sexual assault forensic exam and to meet with a VSC Victim Advocate trained to provide emotional support and crisis intervention

- 9) Provide at no cost any/all background screening, orientation, training, and access credentials required by OCCD for VSC staff to work with correctional facility inmates, such as volunteer/contractor training.
- 10) Communicate any questions or concerns to VSC's staff, Program Director, and/or Executive Director.
- 11) Upon their release from custody, provide inmates who self-identify as, or are suspected of being, victims of sexual violence, with Victim Service Center referral information.

### **REPORTING REQUIREMENTS**

The VSC shall submit monthly and quarterly reports, to include reports of activities performed, to the County.

**ATTACHMENT B  
FEE SCHEDULE FORM**

Annual Budget (Jan 1, 2021- December 31, 2021)

Victim Service Center - Sexual Trauma Recovery Program

	Billing Hours	Rate	Total Cost	Calculation
Orientation/ Education Group Session	52	\$79.57	\$4137.64	52 (weekly) sessions x \$79.57 with approximately 20 inmates per session.
Individual Assessment and/or Individual Counseling session (female population)	676	\$37.13	\$25,099.88	13 clients per week x 1 hour individual service (assessment and/or counseling session) at \$37.13 per hour x 52 weeks.
Individual Assessment and/or Individual Counseling session (male population)	120	\$37.13	\$4,455.60	Up to 10 hours per month for individual service when requested/needed for male population (assessment and/or counseling session) at \$37.13 per hour.
Sexual Trauma Group Session	52	\$79.57	\$4137.64	52 (1 hour weekly) sessions x \$79.57 with up to 12 inmates per session.
Administrative Services	104	\$31.83	\$3,310.32	2 hours per week administrative services required for program preparation needs.
Case Review/ Supervision/Training Time	156	\$31.83	\$4965.48	3 hours per week at VSC for case review, case supervision and training purposes. **
<b>TOTAL</b>			<b>\$46,106.56</b>	

\*\* VSC is allowed to exceed the 3 hours per week allotment for the budget line “case review/ supervision/ training time” in order to accomplish the 20 hours of mandatory training time. Once the 20 hours of mandatory training time is complete the “case review/ supervision/ training time” budget line allowance will revert back to 3 hours per week.

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services or specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

All services provided that meet the 24/7 hotline requirement for the PREA standards shall be an all-inclusive service and shall be provided without cost.

## ATTACHMENT C

### BUSINESS ASSOCIATE AGREEMENT

Between

ORANGE COUNTY, FLORIDA AND  
VICTIM SERVICE CENTER OF ORANGE COUNTY, INC.

REGARDING

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
PRIVACY, BREACH AND SECURITY RULES AND THE  
FLORIDA INFORMATION PROTECTION ACT (FIPA)

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into on this 1<sup>st</sup> day of January, 2021 by and between, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”), and VICTIM SERVICE CENTER OF ORANGE COUNTY, INC, Inc a corporation (the “Business Associate”). The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

### RECITALS

**WHEREAS**, Orange County meets the definitions of a Covered Entity 45 CFR §164.103.

**WHEREAS**, Orange County meets the definition of a Hybrid Entity under the HIPAA Privacy and Security Rules 45 CFR §164.105.

**WHEREAS**, Orange County, as a Covered Entity, pursuant to 45 CFR §164.105(a)(2)(iii)(D) has documented that Orange County’s Health Services Department is a health care component of the County and as such will be treated as a “Covered Entity.”

**WHEREAS**, in connection with providing services to the Covered Entity (“Services”) by the Business Associate, the Covered Entity discloses to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164.

**WHEREAS**, the HIPAA Privacy and Security Rules requires that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

**WHEREAS**, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes.

**WHEREAS**, the County (on behalf the Covered Entity) and Business Associate may have previously entered into, or intend to enter into, a contract for services known

as Contract # Y21- 2202 and the Parties wish to amend that Contract by adopting this Business Associate Agreement,

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

## **I. INCORPORATION OF RECITALS**

- 1.1 **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- 1.2 **HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.**
- 1.3 The Parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

**II. DEFINITIONS.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

- 2.1 **.Breach.** Breach shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.
- 2.2 **Designated Record Set.** A group of records maintained by or for a covered entity that is: (A) The medical records and billing records about individuals maintained by or for a covered health care provider; (B) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (C) Used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.
- 2.3 **Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- 2.4 **Florida Information Protection Act.** Florida Information Protection Act ("FIPA") codified at Section 501.171, Florida Statutes.

- 2.5 **HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
- 2.6 **Individual.** The person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 2.7 **Individually Identifiable Health Information.** Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 2.8 **Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively.
- 2.9 **Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity's policies and procedures as they related to the HIPAA Privacy and Security Rules.
- 2.10 **Personal Information.** Personal Information ("PI") means either of the following:
- 2.10.1 An individual's initials, first name or first initial and last name in combination with any one or more of the following data elements for that individual:
    - 2.10.1.1 A social security number;
    - 2.10.1.2 A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
    - 2.10.1.3 A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
    - 2.10.1.4 Any information regarding an individual's medical history, mental or physical condition, or medical

treatment or diagnosis by a health care professional;  
or

- 2.10.1.5 An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.10.1.6 Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards"
- 2.10.1.7 The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

2.10.2 A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

- 2.11 **Protected Health Information.** Protected Health Information ("PHI") is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request.
- 2.12 **Required by law.** Required by law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- 2.13 **Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services ("HHS") to whom the authority involved has been delegated.
- 2.14 **Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.



- 2.15 **Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

### III. SCOPE OF AGREEMENT

- 3.1 **INDEPENDENT STATUS OF PARTIES.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.
- 3.2 Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

### IV. PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION.

- 4.1 **Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2) that the subcontractor will appropriately safeguard the information. All other uses or disclosures not authorized by this Agreement or otherwise governed by law are prohibited.
- 4.2 **Responsibilities of Business Associate.** Regarding the use or disclosure of PHI and PI, Business Associate agrees to:
- 4.2.1 Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.
- 4.2.2 Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.

- 4.2.3 Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.
- 4.2.4 Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.
- 4.2.5 Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates receives, maintains, or transmits on behalf of Covered Entity.
- 4.2.6 In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.
- 4.2.7 Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.
- 4.2.8 Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request

from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

- 4.2.9 At the request, of, and in the time and manner designated by Covered Entity, provide access to the PHI and PI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.10 At the request, of and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI and PI when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.
- 4.2.11 Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.
- 4.2.12 Report to Covered Entity any Security Incident involving PHI and PI that Business Associate discovers.

4.3 **Compliance with Covered Entity's Policies.** Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.

4.4 **Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

However, Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI and PI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PI.

4.5 **Data Aggregation Services.** With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI received by the Business Associate in its capacity as a Business

Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to Covered Entity.

- 4.6 **Compliance.** Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

## V. CONFIDENTIALITY

- 5.1 In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.
- 5.2 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- 5.3 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

## VI. SECURITY

- 6.1 **Security of Electronic Protected Health Information and Personal Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI (as defined in 45 C.F.R. §160.103) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.

- 6.2 **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County's Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

## VII. REPORTING REQUIREMENTS

- 7.1 **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.
- 7.2 **To Covered Entity.** The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,  
Health Services Department  
Telephone:(407)836-9214  
Fax:(407)836-2856  
Address: 2002 A. E. Michigan Street, Orlando, FL 32806  
E-Mail:[privacy.officer@ocfl.net](mailto:privacy.officer@ocfl.net)

- 7.2.1 Reports of Security Incidents shall include a detailed description of each Incident, at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s) and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.
- 7.2.2 Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.

- 7.2.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).
- 7.2.4 Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to §§ 501.171 and 817.5681, Florida Statutes), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.
- 7.3 **To Individuals.** In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer of the pertinent details of the breach and upon prior approval of the County's Privacy Officer shall notify each individual whose unsecured PHI or PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.
- 7.4 **To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PI or more than five thousand (5000) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.

7.5 **To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

7.6 **Content of Notices.** All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals except that references therein to a "covered entity" shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

7.7 **Notice to Credit Reporting Agencies.** In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5).

7.8 **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.

7.9 **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

## VIII. TERMINATION

- 8.1 **Automatic Termination.** Covered Entity is authorized to automatically terminate this Agreement if it determines that the Business Associate has violated a material term of the Agreement.
- 8.2 **Opportunity to Cure or Terminate.** At the Covered Entity's sole discretion, Covered Entity may either; (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity; or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 8.3 **Effects of Termination.** Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the Parties prior to the effective date of termination.
- 8.4 **Duties of Business Associate Upon Termination of Agreement.**
- 8.4.1 When this Agreement is terminated, the PHI and PI that Business Associate received from, created, or received on behalf of Covered Entity must be destroyed or returned to Covered Entity, at the Business Associate's expense, including all PHI and PI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI and PI is not feasible, Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as Business Associate retains the PHI and PI, and Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI and PI.
- 8.4.2 If Business Associate determines that it is not feasible for Business Associate to return PHI or PI in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to Covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI and PI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PI not feasible.



## IX. MISCELLANEOUS

- 9.1 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.
- 9.2 **No Third party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- 9.3 **Survival.** The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.
- 9.4 **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.
- 9.5 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.
- 9.6 **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 9.7 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 9.8 **Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their

employment, or arising out of or resulting from the indemnifying Party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.

- 9.9 **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- 9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- 9.11 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies)

### **County**

Orange County Corrections Department  
Attn: Contract and Agreement Monitor/Evaluator  
Orange County Corrections Fiscal Division  
P.O. Box 4970  
Orlando, FL 32802-4970

### **Business Associate**

Victim Service Center of Central Florida, Inc.  
2111 E. Michigan Street  
Orlando, FL 32806

- 9.12 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any

provision of this Agreement were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

- 9.13 **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- 9.14 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.
- 9.15 **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- 9.16 **Entire Agreement.** The original Contract executed by the Parties known as "Contract Y21- 2202", this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.