

**VENDOR SERVICES AGREEMENT**

**THIS VENDOR SERVICES AGREEMENT (the “Agreement”) dated 1st day of July, 2025.**

**BETWEEN:**

Central Florida Cares Health System, Inc.  
707 Mendham Blvd., Suite 201, Orlando, Florida 32825 (the “Client”)

**-AND-**

Orange County, Florida (Orange County Government Health Services Department)  
201 S. Rosalind Ave., Orlando, Florida 32801 (the “Vendor”)

**BACKGROUND:**

The Client is of the opinion that the Vendor has the necessary qualifications, experience, and abilities to provide jail health services, which include medication management assessment and prescription (Psychiatrist and/or Psychiatric ARNP/PA) medication ordering, receipt and preparation (Pharmacist). Medication counseling and administration will be provided by the registered nurse and/or licensed practical nurse caring for the patient.

The jail health services program primarily focuses on patients receiving long-acting injectables who have been released from the state hospital or under the care of Aspire Health Partners in the community. Secondly, services will be focused on patients receiving long-acting injectables with other community providers.

The Vendor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Vendor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

1. The Client hereby agrees to engage the Vendor to provide the Client with services (the “Services”) conducted each year of the contract as noted below:
  - a. Provide identified patients with injectable long-acting mental health medications during incarceration.
  
2. The Services will also include any other tasks which the Parties may agree on. The Vendor hereby agrees to provide such Services to the Client.

### Background Screening

1. The Vendor shall be screened in accordance with chapter 435, F.S., be of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001 (2), F.S. as a condition of initial and continued engagement that shall include but not be limited to:
  - a. Employment or Vendor Services history checks;
  - b. Fingerprinting for all criminal record checks;
  - c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
  - d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
  - e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
  - f. Attestation, subject to penalty of perjury, to meeting the requirements for qualifying for engagement pursuant to chapter 435 and agreeing to inform the Client immediately if arrested for any of the disqualifying offenses while engaged by the Client.

### Term of the Agreement

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until **June 30, 2026**, subject to earlier termination as provided in the Agreement. The Term of this Agreement may be extended or renewed by mutual written agreement of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to **June 30, 2026**, that Party will be required to provide at least 30 days' written notice to the other Party.

### Performance

The Parties agree to do everything necessary to ensure that the terms of the Agreement take effect.

### Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

1. This is a fee for service Agreement. The Client shall pay to Vendor a maximum amount of:

<b>Service</b>	<b>Cost</b>
Long-acting injectable medication costs	\$ 250,000.00
<b>Total</b>	<b>\$ 250,000.00</b>

The amount referenced above is to reimburse the Vendor for the cost of the medication provided under this Agreement.

2. The Vendor will provide a monthly invoice for payment of services rendered by the fifth (5<sup>th</sup>) of the month following the month services were provided. The invoice shall include the following:
  - a. Name and address of Vendor
  - b. Brief summary of tasks completed for payment/monthly reporting metrics such as number of individuals serviced and medication doses provided
  - c. Date and amount being invoiced per individual

Confidentiality

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but in no event less than reasonable care, and will use Confidential Information only for the purpose of fulfilling its obligations and exercising its rights under this Agreement. The receiving party may disclose Confidential Information if required to do so by law, including but not limited to the applicable requirements of Chapter 119, Florida Statutes. If the Vendor receives a valid public records request under Florida law for Confidential Information of the Client, the Vendor will notify the Client of such request in writing. The Company shall have 10 business days from the date of such writing to file an action in a court of competent jurisdiction located in Orange County, Florida, to defend such Confidential Information from being publicly disclosed. Any failure of the Client to timely file such an action shall constitute a waiver by the Client of its claim to confidentiality over such Confidential Information, at which point the Vendor shall have the right to release such information in compliance with Florida law. The Client further agrees to indemnify the Vendor for any and all costs, including but not limited to attorney's fees and court costs, that are in any manner related to a public records request received by the Vendor regarding the Client's Confidential Information.

3. All written and oral information and materials disclosed or provided by the Client to the Vendor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Vendor.

#### Termination for Cause

1. Termination for cause, breach or non-performance may be accomplished by the Client with no less than twenty-four (24) hour written notice delivered to the Vendor. The determination of cause, breach or non-performance of agreement shall be made by the CEO or Client's Board of Directors. Termination for cause may include any of the following events:
  - a. If Vendor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Vendor's ability to perform the services under this agreement.
  - b. If Vendor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
  - c. If Vendor consistently fails to perform agreed upon services.

#### Non-Competition

Other than with the express written consent of the Client, which will not be unreasonably withheld, the Vendor will not be directly or indirectly involved with a business which is in direct competition with the particular business line of the Client, divert or attempt to divert from the Client any business the Client has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to the expiration or termination of this Agreement. This obligation will survive the expiration or termination of this Agreement and will continue for one (1) year from the date of such expiration or termination.

#### Non-Solicitation

1. The Vendor understands and agrees that any attempt on the part of the Vendor to induce other employees or Vendors to leave the Client's employ, or any effort by the Vendor to interfere with the Client's relationship with its employees or other service providers would be harmful and damaging to the Client.
2. During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, the Vendor will not in any way directly or indirectly:
  - a. Induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;

- b. Otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
- c. Discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers; or
- d. Solicit, entice, or hire away any employee or other service provider of the Client.

#### Ownership of Materials and Intellectual Property

1. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
2. The Vendor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Vendor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### Maintenance of Files

Documents pertaining to this Agreement shall be the property of the Client, except to the extent that such documents would be considered a public record under Florida Statutes, including but not limited to, Section 119.07, Florida Statutes and must be retained by the Vendor in order to comply with such statutes and the retention requirements under Florida law.

#### Return of Property

Upon the expiry or termination of this Agreement, the Vendor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client, except to the extent those records must be retained by the Vendor, as referenced above.

#### Capacity/Independent Vendor

1. In providing the Services under this Agreement, it is expressly agreed that the Vendor is acting as an independent Vendor and not as an employee. The Vendor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
2. Vendor is a tax exempt entity according to Florida law and will provide a copy of its tax exemption certificate to Client upon Client's request..
3. Vendor will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Client. No workers' compensation insurance shall be obtained by Client covering Vendor.

## Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
  - a. Central Florida Cares Health System  
707 Mendham Blvd., Suite 201  
Orlando, Florida 32825
  - b. Orange County Government Health Services Department  
201 S. Rosalind Ave.  
Orlando, Florida 32801

Or to such other address as any Party may from time to time notify the other.

## Indemnification

The CLIENT shall indemnify, defend, and hold harmless the VENDOR, its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from the CLIENT's acts, omissions, or negligence.

## Insurance

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Vendor represents that it is self-insured for General Liability in accordance with the limitations set forth in Section 768.28, Florida Statutes.

## Dispute Resolution

1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
2. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. The Parties will share the costs of the mediation equally. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Florida. The arbitrators shall not have the power to award any punitive damages nor attorneys' fees to either Party. Each Party shall bear all of its own expenses and pay one-half of the fees and expenses of the arbitrators. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the State of Florida.

## Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

The Vendor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without prior written consent of the Client.

#### Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

#### Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law and any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue

to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Renewals

Upon mutual agreement, the Client and the Vendor may renew this Agreement, in whole or in part, for a period that may not exceed 3 years or the original term of the Agreement, whichever period is longer. Renewals must be in writing and signed by both parties and are contingent upon satisfactory performance evaluations and subject to availability of funds.

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this 9-page agreement to be executed on the date and year below.

**VENDOR**  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners



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

Date: December 2, 2025

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

Date: December 2, 2025

**CLIENT**

Central Florida Cares Health System, Inc.



Signature

Maria Bledsoe, CEO

Date: 12/8/2025

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**BUSINESS ASSOCIATE AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**

*related to*

**PROVISION OF ADEQUATE ASSURANCES OF COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”) PRIVACY, BREACH, AND SECURITY RULES, THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC HEALTH ACT (“HITECH”) BREACH NOTIFICATION RULES, AND THE FLORIDA INFORMATION PROTECTION ACT OF 2014 (“FIPA”)**

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**THIS AGREEMENT** (“Agreement”) is by and between **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Mental Health and Homelessness Division, and the **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.** (the “Business Associate”), a Florida not for profit corporation located at 707 Mendham Blvd, Suite 201, Orlando, Florida 32825. The County and the Business Associate may be referred to herein individually as “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, the County is a “Hybrid Entity” under the HIPAA Privacy and Security rules, 45 CFR §164.105; and

**WHEREAS**, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, documented that the Health Services Department is one of the County’s “Covered Healthcare Component(s)” and, as such, when the County is acting through one of its Covered Healthcare Component(s), it is treated as a though it is a “Covered Entity”; and

**WHEREAS**, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose 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; and

**WHEREAS**, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives 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, the Covered Entity or Hybrid Covered Entity; and

**WHEREAS**, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, received 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 the Covered Entity or Hybrid 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 (“FIPA”), §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

**Section 1.     **Incorporation.****

A.     **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

B.     The HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended, are hereby incorporated into this Agreement.

C.     To the extent that this Agreement, or the Agreement, imposes more stringent requirements than those contained in the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended, the most stringent requirements shall control.

**Section 2.     **Definitions.****

A.     Terms that are used herein, but not otherwise defined, shall have the same meaning as those terms in the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended

1.     ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, regarding the HIPAA Privacy and Security and HITECH Act Breach Notification rules, and §501.171, Florida Statutes, regarding FIPA.
2.     ***Designated Record Set*** shall mean 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

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*Exhibit A – Business Associate Agreement*  
*Regarding HIPAA and FIPA*

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.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Individual** shall mean 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).
5. **Individually Identifiable Health Information** shall mean 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; (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 (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
6. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County's policies and procedures as they relate to its – and its Covered Healthcare Component's – compliance with the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and the Florida Information Protection Act, §501.171, Florida Statutes; all where applicable and as amended.
7. **Personally Identifiable Information (“PII”)** shall mean the following:
  - a. An individual's social security number; and/or
  - b. 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:
    - i. 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;
    - ii. 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;

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- iii. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
  - iv. An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
  - v. Any other identifier, as referenced in the Department of Health & Human Services “Safe Harbor Standards.”
  - vi. The term “Personally Identifiable Information” 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.
- c. 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.
- d. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
8. ***Protected Health Information (“PHI”)*** shall mean an individual’s identifiable health information, as defined under 42 U.S.C. §1320d, as amended, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, as amended, 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. The PHI provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
9. ***Required by Law*** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
10. ***Secretary of Health and Human Services*** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.
11. ***Security Incident*** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.

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

**Section 3. Scope of this Agreement.**

A. **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, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and the Florida Information Protection Act, §501.171, Florida Statutes; all where applicable and as amended.

B. 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. Additionally, the parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

C. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and/or representatives. The Business Associate assumes responsibility and liability for any damages or claims, including (but not limited to):

1. State and federal administrative proceedings and sanctions brought against the County; and/or
2. Costs and attorneys' fees resulting from the breach by the Business Associate of the confidentiality requirements of this Agreement or the Agreement.

**Section 4. Privacy of PHI and Confidentiality of PII.**

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR § 164.504(e)(1)(i) and § 501.171(2), Florida Statutes, that the subcontractor will appropriately safeguard the information. All other uses or disclosures not otherwise authorized by this Agreement or otherwise governed by law are prohibited.

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

1. Only use or disclose the PHI and PII as allowed under this Agreement or otherwise by applicable law.

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*Exhibit A – Business Associate Agreement*  
*Regarding HIPAA and FIPA*

2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Agreement; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII that is created, received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, 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 PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. Provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County, at the request of, and in the time and manner designated by, the County.
9. Make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County, at the request of, and in the time and manner designated by, the County.

10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County’s Policies.** The Business Associate hereby agrees to abide by the County’s policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. The disclosure is required by law; or
2. The Business Associate obtains reasonable assurances from the person to whom the PHI and PII 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 PII.

E. **Data Aggregation Services.** With respect to PHI and PII created or received by the Business Associate in its capacity as the Business Associate of the County, the Business Associate may combine such PHI and PII it has received from the County with the PHI and PII received by the Business Associate in its capacity as a Business Associate of another Covered Entity, or Hybrid Covered Entity, to permit data analysis that relates to the health care operation of the respective Covered Entity, or Hybrid Covered Entity, if data analyses is part of the Services that Business Associate is to provide to the County pursuant to the Agreement.

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

**Section 5. Confidentiality.**

A. 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.

B. 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:

1. Not disclose to any third party the Confidential Information of the other party except as otherwise permitted by this Agreement, or as mandated by the State of Florida's Public Records Laws;
2. Only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. Advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

1. After it becomes publicly available through **no fault** of either party;
2. Which is later publicly released by either party in writing;
3. Which is lawfully obtained from third parties without restrictions; and/or
4. Which can be shown to be previously known or developed by either party independently of the other party.

**Section 6. Security.**

A. **Security of Electronic Protected Health Information and Personal Information.** The 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) ("Electronic PHI") and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security rules, HITECH Act Breach Notification rules, and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Security Incident of which the Business Associate becomes aware that is:

1. A successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. A modification or destruction of Electronic PHI or PII; or
3. Interference with system operations in an information system containing Electronic PHI or PII.

**Section 7. Reporting Requirements.**

A. **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.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
  - a. Two (2) days of any suspected–or confirmed–access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Agreement of which the Business Associate becomes aware; and
  - b. Twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Security Incident, at a minimum, to include: (a) the date of the Security Incident; (b) the nature of the Security Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate’s response to each Security Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Security Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the HITECH Act Breach Notification rules and/or pursuant to Florida law (including, but not limited to, §501.171, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County 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 PII 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 are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reporting 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 PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

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

F. **Content of Notices.** All notices and reports required under this Agreement shall include the content set forth 45 C.F.R §164.404, the HITECH Act Breach Notification rules, and FIPA, each as amended. Notification to individuals sent by the Business Associate pursuant to this Agreement shall clearly state that the breach was on the Business Associate's part.

1. 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:
  - a. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

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- b. A description of the types of unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code);
- c. The steps individuals should take to protect themselves from potential harm resulting from the breach;
- d. 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; and
- e. 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.

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

**H. Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required herein.

**I. Mitigation.** The 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 PII in violation of this Agreement, the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, and FIPA.

**J.** A violation of any paragraph and/or subsection of this Section shall be a material violation of this Agreement.

**Section 8. Termination.**

**A. Immediate Termination.** The County is authorized to immediately terminate the Agreement if it determines – based in its sole discretion – that the Business Associate has violated a material term of this Agreement. The County shall hand deliver or send certified notice of such termination to the Business Associate and shall only be liable to the Business Associate for any work performed prior to the date of the Business Associate’s receipt termination.

**B. Opportunity to Cure.** At its sole discretion, the County may:

- 1. Provide the Business Associate an opportunity to cure the breach within a time period deemed reasonable by the County; and

2. Terminate the Agreement should the Business Associate fail to cure the breach to the County's satisfaction within the time period provided.

C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the parties prior to the effective date of termination. It will also not in any way impact the survival of any term by which its nature is intended to survive the expiration, cancellation, or termination of the Agreement and/or this Agreement.

D. **Duties of Business Associate Upon Termination of the Agreement.**

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County shall, at the Business Associate's sole expense, be returned to the County with any copies and/or duplicates thereof destroyed. This mandate includes all PHI and PII in the possession of the Business Associate's subcontractors and/or agents.
2. If the Business Associate determines that returning and/or destroying copies and duplicates of the relevant PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as the Business Associate retains the PHI and PII. Additionally, the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.
3. If the Business Associate determines that it is not feasible for it to return PHI or PII in the possession of one of its subcontractors or agents, the Business Associate must provide a written explanation to the County 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 PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return and destruction of all copies and duplicates of the PHI or PII not feasible.

**Section 9. General Terms.**

A. **Agreement Subject to All Applicable Laws.** The parties recognize and agree that the Agreement, and any and all activities performed thereunder, is 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 the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.

B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the

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respective successors or assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

C. **Survival.** The rights and obligations of the parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.

D. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

E. **Enforcement Costs and Attorneys' Fees.** If 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, each party will hereby be responsible for its own costs and attorneys' fees. This does not negate any of the Business Associate's responsibilities for costs and/or attorneys' fees that are otherwise specifically provided for herein.

F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, and FIPA.

G. **Indemnification.** To the fullest extent permitted by law, the Business Associate 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 whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

H. **Signatory 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.

I. **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).

**To the County:** Orange County HIPAA Privacy Officer  
2002-A East Michigan Street  
Orlando, FL 32806  
(407) 836-9214

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**AND**

Orange County Administrator  
Administration Building, 5th Floor  
201 S Rosalind Avenue  
Orlando, FL 32801

**To the Business Associate:** Central Florida Cares Health System, Inc.  
707 Mendham Blvd., Suite 201  
Orlando, Florida 32825

J. **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.

K. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the County, which shall be at the sole discretion of the County. 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.

L. **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 HIPPA Privacy and Security rules or other applicable federal law.

M. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

N. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

O. **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

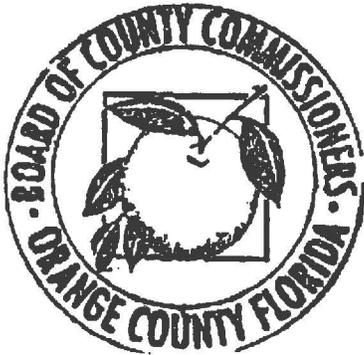
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provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

P. **Entire Agreement.** The Agreement, this Agreement and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the parties as to the rights, obligations, duties, and services to be performed hereunder.

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



**VENDOR**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

*for* Jerry L. Demings  
Orange County Mayor

Date: December 2, 2025

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

Date: December 2, 2025

**CENTRAL FLORIDA CARES HEALTH SYSTEM,  
INC.**

By: *Maria Bledsoe*

Printed Name: Maria Bledsoe

Official Title: Chief Executive Officer

Date: 12/8/2025