

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE CITY OF SUNRISE, A MUNICIPAL CORPORATION
&
JIM ROACH, D.O., P.A.**

This BA Agreement by and between the Covered Entity and the Business Associate is made and entered into effective October 1, 2026.

To the extent that Covered Entity discloses Protected Health Information ("PHI") to Business Associate (or Business Associate handles PHI on Covered Entity's behalf) in connection with services or products provided to Covered Entity, or as otherwise required or allowed by the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder ("HIPAA"), and only to the extent required by law, Covered Entity and Business Associate (each individually, a "Party" and together, the "Parties") agree to the following terms and conditions, which are intended to comply with HIPAA; the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder ("HITECH Act"); the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5566 (January 25, 2013), and effective on March 26, 2013; and the final regulations concerning standard transactions and code sets codified at 45 C.F.R. Parts 160 and 162 ("Electronic Transaction Rule").

1. General Terms and Conditions

- (a) "BA Agreement" shall mean this Business Associate Agreement.
- (b) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. §160.103, and in reference to the Party to this BA Agreement, shall mean Jim Roach, D.O., P.A.
- (c) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. §160.103, and in reference to the Party to this BA Agreement, shall mean City of Sunrise, a municipal corporation.
- (d) "HIPAA Rules" shall mean the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; the Breach Notification Rule codified at 45 C.F.R. Part 164, Subpart D, as may be amended; and the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended.
- (e) "Medical Director Contract" shall mean Contract No. C 26-52-06-WL between the City of Sunrise and Jim Roach, D.O., P.A. for Medical Director Services.
- (f) Other definitions: The following terms used in this BA Agreement shall have the same meaning as those in the HIPAA Rules and HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI (to the extent such PHI is received, used, disclosed, accessed or maintained

by Business Associate), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use. Other terms shall have the definitions set forth in this BA Agreement.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this BA Agreement, as Required by Law, or as contemplated by the Medical Director Contract. If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity's primary Privacy Official or secondary Privacy Official.
- (b) Business Associate agrees to use appropriate safeguards, including compliance with the HIPAA Rules with respect to electronic PHI, to prevent Use or Disclosure of the PHI other than as provided for by this BA Agreement. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity. Business Associate will document and keep these safeguards current, and maintain, at all times, documentation of a current and completed security risk assessment. Business Associate shall provide evidence of any third-party security certifications or respond to security questionnaires regarding such safeguards as Covered Entity may from time-to-time request to evidence compliance with these requirements.
- (c) Business Associate agrees to promptly report to either the Covered Entity's primary Privacy Official or secondary Privacy Official listed below any Use or Disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. For reports of incidents constituting a Breach, the report shall include, to the extent available, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or Disclosed during such Breach. The report shall be made without unreasonable delay and in no case later than five (5) calendar days following the discovery of the breach. For the purpose of this BA Agreement, the Covered Entity's primary and secondary Privacy Officials shall include:
 - (i) John McNamara, Fire Chief, or successor, as primary Privacy Official
 - (ii) Rachel Feuer, Fire, Administrative Officer, or successor, as secondary Privacy Official

Business Associate will be responsible for and will reimburse Covered Entity for any and all actual costs and expenses associated with a Breach of Unsecured PHI experienced by or affecting PHI of Covered Entity in the possession of Business Associate or Business Associate's subcontractors and agents, including, but not limited to, investigations, mitigation, notification, call center, credit monitoring, and attorneys' fees.

Notwithstanding the foregoing, this Section 2(c) constitutes notice by Business Associate of the ongoing existence and occurrence of routine attempted but unsuccessful Security Incidents for which no additional notice to Covered Entity is required, including but not limited

to pings, broadcast attacks on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, as long as no such incident results in the circumvention of any security control, in an unauthorized access, use, or disclosure of Covered Entity's PHI or in degradation or non-availability of services and effects to service level obligations pursuant to the Underlying Agreement. However, to the extent Business Associate becomes aware of an unusually high number of such unsuccessful Security Incidents resulting from the repeated acts of a single party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of that party. At the written request of Covered Entity, Business Associate shall inform Covered Entity of the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known. If a Security Incident constitutes a suspected or actual Breach of Unsecured PHI, the Business Associate shall also comply with the reporting requirements set forth in this Section 2(c).

- (d) Business Associate shall require that subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply through this BA Agreement to Business Associate with respect to such information.
- (e) To the extent Business Associate has PHI in a Designated Record Set, and only to the extent required by HIPAA, Business Associate agrees to make available PHI in a Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.
- (f) Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526.
- (g) Business Associate agrees to make internal practices, books, and records relating to the Use and Disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (h) Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528.
- (i) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164 or other provisions of the HIPAA Rules, Business

Associate agrees to comply with the requirements of Subpart E and other provisions of the HIPAA Rules that apply to Covered Entity in the performance of such obligation(s).

- (j) Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- (k) Except as otherwise allowed in this BA Agreement and HIPAA and the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual has provided a valid authorization compliant with HIPAA and state law.
- (l) To the extent Business Associate conducts standard transactions under the Electronic Data Interchange rules on behalf of Covered Entity, Business Associate must comply with the administrative simplification rules applicable to those transactions.
- (m) Business Associate shall not transfer PHI outside the United States without prior written consent of Covered Entity. In this context, a "transfer outside the United States" occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, Use, or Disclose PHI.
- (n) Business Associate shall not use or disclose Genetic Information, as defined in 45 C.F.R. § 164.103 for underwriting or any other purpose in violation of the HIPAA Rules.

3. Permitted Uses and Disclosures of PHI by Business Associate

- (a) Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Medical Director Contract and as permitted in this BA Agreement.
- (b) Business Associate agrees to make Uses, Disclosures, and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures. Covered Entity represents and warrants to Business Associate that Covered Entity's Minimum Necessary policies and procedures are consistent with, and are not more stringent than, the requirements of the HIPAA Rules. To the extent that Covered Entity's Minimum Necessary policies and procedures impose additional particular restrictions on Business Associate, Covered Entity agrees to provide such policies to Business Associate in writing prior to requesting that Business Associate perform a particular function or activity on behalf of Covered Entity that would be affected by such policies and procedures.
- (c) Business Associate may create de-identified information that may be Used and Disclosed by Business Associate as Business Associate deems appropriate, provided that the information is de-identified in accordance with the HIPAA Rules. Notwithstanding anything in this BA Agreement to the contrary, Business Associate shall not, directly or indirectly, receive remuneration in exchange for or otherwise sell de-identified information that Business Associate derives from PHI received from Covered Entity. Business Associate is prohibited

from Using or Disclosing the de-identified information for its own purposes without the prior written permission of Covered Entity.

- (d) Business Associate may Use PHI to provide Data Aggregation services to Covered Entity.
- (e) Business Associate may Use and Disclose PHI to report violations of law to appropriate Federal and State authorities, in a manner consistent with the HIPAA Rules.
- (f) Business Associate shall not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.
- (g) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (h) Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the Disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- (b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, if such changes may affect Business Use or Disclosure of PHI.
- (c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction on the Use and/or Disclosure of PHI to which Covered Entity has agreed or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- (d) Covered Entity agrees to comply with all applicable state and federal privacy and security laws and regulations, including the HIPAA Rules. Covered Entity agrees to obtain any patient authorizations or consents that may be required under state or federal law in order to transmit PHI to Business Associate and to enable Business Associate to Use and Disclose PHI as contemplated by this BA Agreement and any underlying agreement.

- (e) Covered Entity may not ask Business Associate to Use or Disclose PHI in any manner that would not be permissible under applicable laws and rules, including the HIPAA Rules, if done by Covered Entity.

5. Mutual Indemnification

(a) Indemnification by Covered Entity

To the extent permitted by Florida Statutes, Section 768.28, and notwithstanding anything in this BA Agreement or the Medical Director Contract to the contrary, Covered Entity agrees to indemnify and hold harmless Business Associate and Business Associates' officers, agents, or employees from and against any and all losses, liabilities, third-party claims, fines, penalties, costs, and expenses, including reasonable attorneys' fees, consultants' fees, court costs breach notification costs and credit monitoring fees (collectively, "Losses") to the extent that such Losses arise from, or may be in any way attributable to, any negligent act or omission by Covered Entity or Covered Entity's officers, or employees while within the course and scope of employment that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of this BA Agreement, (ii) negligence, (iii) a violation of the HIPAA Rules, HIPAA and/or the HITECH Act; and/or (iv) any Security Incident or Breach involving PHI in Business Associate's possession, custody or control, or for which Business Associate is otherwise responsible. Business Associate has the option to select defense counsel or to ask Covered Entity to provide a defense. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason. Nothing in this section shall constitute a waiver of Covered Entity's sovereign immunity, or the limits of Section 768.28, Florida Statutes nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

(b) Indemnification by Business Associate

Notwithstanding anything in this BA Agreement or the Medical Director Contract to the contrary, Business Associate agrees to indemnify and hold harmless Covered Entity and Covered Entity's officers, agents, or employees from and against any and all losses, liabilities, third-party claims, fines, penalties, costs, and expenses, including reasonable attorneys' fees, consultants' fees, court costs breach notification costs and credit monitoring fees (collectively, "Losses") to the extent that such Losses arise from, or may be in any way attributable to, any negligent act or omission, or professional error or omission, by Business Associate or Business Associate's officers, agents, or employees while within the course or and scope of employment that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of this BA Agreement, (ii) negligence, (iii) a violation of the HIPAA Rules, HIPAA and/or the HITECH Act; and/or (iv) any Security Incident or Breach involving PHI in Business Associate's possession, custody or control, or for which Business Associate is otherwise responsible. Covered Entity has the option to select defense counsel or to ask Business Associate to provide the defense. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

6. Survival and Termination

(a) Term and Survival

Except as otherwise provided herein, the term of this BA Agreement shall coincide with the Medical Director Contract and shall be terminable in accordance with the termination provisions of the Medical Director Contract, or the date either Party terminates for cause, as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause

Upon a Party's receipt of knowledge of a material breach by the other, the non-breaching Party shall provide written notice to the breaching Party and may terminate this BA Agreement if the breaching Party does not cure the breach or end the violation within thirty (30) days. A Party may immediately terminate this BA Agreement if the other Party has breached a material term of this BA Agreement and cure or ending the violation is not possible.

(c) Effect of Termination

- (i) Except as provided below in Subsection 6(c)(ii) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.
- (ii) If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this BA Agreement shall be extended to any PHI retained after the termination of this BA Agreement, and that any further Uses and/or Disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
- (iii) Business Associate's obligations under this Section 6 shall survive the termination of this BA Agreement.

7. Interpretation and Amendment of this BA Agreement

A regulatory reference in this BA Agreement to a section of the HIPAA Rules means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be interpreted

to permit compliance with the HIPAA Rules. This BA Agreement supersedes any and all prior representations, understandings, or agreements, written or oral, concerning the subject matter herein. The Parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for compliance with the requirements of HIPAA or any other applicable law and for Business Associate to provide services to Covered Entity. Business Associate further agrees to promptly attempt to amend its agreements with its subcontractors and agents to conform to the terms of this Agreement. In the event Business Associate is unable to amend this Agreement or its agreements with its subcontractors in a way that is sufficient to satisfy the requirements under HIPAA or any other applicable law, Covered Entity may terminate this Agreement in accordance with Section 6 upon thirty (30) days' written notice.

However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and signed by both Parties.

8. No Third Party Rights/Independent Contractors

The terms and conditions of this BA Agreement are intended for the sole benefit of Business Associate and Covered Entity and do not create any third party rights. The Parties declare that they are independent contractors and not agents of each other, except as otherwise required by law or regulation.

9. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each Party may change its address for purposes of this BA agreement by written notice to the other Party.

If to Covered Entity:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351
Vhernandez@sunrisefl.gov

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351
Cityattorney@sunrisefl.gov

If to Business Associate:

Jim Roach, D.O., P.A.
7146 Spyglass Ave.
Parkland, FL 33076

Revised 5/21 Business Assoc. Initials_____

City Initials_____

10. Governing Law

To the extent not preempted by federal law, the BA Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter. Venue of any action will be in Broward County, Florida, notwithstanding any conflicts of law provisions that would require the application of the law of a different state. Except as set forth in the indemnification provisions above, should the Parties be involved in legal action arising under, or connected to this BA Agreement, each Party will be responsible for their own attorney's fees and costs. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge, if necessary.

11. Binding Nature and Benefits

This BA Agreement binds and benefits the Parties, and their respective successors, and their permitted assigns.

12. Severability

Whenever possible, each provision of this BA Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision of this BA Agreement should be prohibited or found invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the other of such provision or the remaining provisions of this BA Agreement; provided, however, that if any such invalid provision is material to an extent that a Party would not have entered into the BA Agreement absent such provision, then that Party may terminate the BA Agreement upon ninety (90) calendar days' prior written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this BA Agreement, effective October 1, 2026.

Covered Entity: City of Sunrise

By: Victoria Hernandez, Procurement Manager

Signature: _____

Date: _____, 2026

Business Associate: Jim Roach, D.O., P.A.

By: Jim Roach, President

Signature: _____

Date: _____, 2026

Revised 5/21 Business Assoc. Initials_____

City Initials_____