

**VENDOR AGREEMENT**  
**Senior Resource Alliance**

This Agreement is entered into between the Area Agency on Aging of Central Florida, Inc., d/b/a Senior Resource Alliance (SRA), hereinafter referred to as the Agency, and Brevard Alzheimer's Foundation, Inc., hereinafter referred to as the Vendor.

**WHEREAS**, the Vendor represents that the vendor is professionally qualified, and possesses the requisite skills, knowledge, qualifications and experience to provide the vendor and professional services described herein, and that vendor does offer to perform such services and does accept the offer of the Agency upon the terms and condition hereinafter set forth.

**NOW, THEREFORE**, the Agency and Vendor mutually agree as follows:

**1. DEFINITION, SCOPE AND QUALITY OF SERVICES**

The Florida Department of Elder Affairs has executed contracts with the Agency to implement the Program to Encourage Active, Rewarding Lives for Seniors (PEARLS). The Vendor shall perform and render as an independent organization and not as an agent, representative, or employee of the Agency, all the services described herein, in a professional manner.

- A. The Vendor shall conduct the PEARLS sessions in accordance with the fidelity guidelines and reimbursed at a rate of **\$150.00** for enrollment, screening, and **eleven (11) sessions**, not to exceed **\$15,000.00**.
- B. Vendors must complete a W-9 Form (not required if previously submitted to SRA)
- C. The Vendor shall ensure that all Peer Leaders successfully pass a Level Two background screening and submit an Affidavit of Compliance to the Agency.
- D. If fidelity protocols and the Agency's Policy and Procedures (Attachment I) are not followed, the Agency may revoke payment for that workshop.

**2. PAYMENT FOR VENDOR SERVICES**

Upon receipt of documentation as outlined above payment will be made within 20 days of invoice submission.

**3. PERIOD OF AGREEMENT**

This Agreement shall begin on the date the contract has been signed by the last party required to sign it, and shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2021**.

**4. TERMINATION OF AGREEMENT**

- A. Termination at Will

This Agreement may be terminated by either party; by giving (30) calendar day's written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

- B. Termination Because of Lack of Funds

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In the event funds to finance this Agreement become unavailable, the agency may terminate the Agreement upon no less than twenty-four (24) hours notice in writing to the consultant. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the final authority as to availability of funds.

**C. Termination Due to Lack of Performance**

In the event that the Consultant fails to meet the Scope of Services in this Agreement or the provision of access to public records, the Agency may terminate the Agreement within 30 days, unless corrective action specified by the Agency is implemented within the 30 day termination notice period. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the final authority as to availability of funds.

**5. MODIFICATION OF AGREEMENT**

This Agreement, and any attachments or amendments hereto, represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waiver of provisions of this Agreement, its attachments or amendments shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

**6. EXCLUSIVITY AND NONASSIGNABILITY OF AGREEMENT**

This Agreement is an exclusive Agreement and may not be assigned in whole or in part to another party. The Vendor also agrees that performances of other vendor Agreements for services, for any agency, entity or person shall not interfere with the faithful and timely performance by the Vendor under this Agreement.

**7. COPYRIGHT CLAUSE**

Where activities supported by any Agreement(s) incorporating this agreement by reference produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever.

If the materials so developed are subject to copyright, trademark or patent, then legal title and every right, interest, claim or demand of any kind in and to any patent, trademark, copyright, or application for same, will vest in the Agency, for the exclusive use and benefit of the Agency.

**8. NOTICE**

The name, address, telephone number, and email address of the Fiscal Director for the Agency for this Agreement is:

Anne Rigsby  
Area Agency on Aging of Central Florida, Inc.  
dba Senior Resource Alliance (SRA)  
3319 Maguire Blvd., Suite 100  
Orlando, FL 32803  
Phone: (407) 514 1812 / Fax: (407) 228 1835  
[anne.rigsby@sraflorida.org](mailto:anne.rigsby@sraflorida.org)

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The name, address, telephone number, and email address of the Vendor responsible for this Agreement is:

Timothy V. Timmerman, Executive Director  
Brevard Alzheimer's Foundation, Inc.  
4676 N. Wickham Rd.  
Melbourne, Florida 32935  
Phone: (321) 253-4430 ext 106/ email: [ttimmerman@brevardalz.org](mailto:ttimmerman@brevardalz.org)

**IN WITNESS THEREOF**, the parties hereto have caused this 16-page Agreement to be executed by their undersigned officials as duly authorized.

**Brevard Alzheimer’s Foundation, Inc.**

**Area Agency on Aging of Central Florida, Inc.**

DocuSigned by:  
SIGNED BY: Tim Timmerman  
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DocuSigned by:  
SIGNED BY: Karla Radka  
2A7EFFD20BD74F3...

NAME: TIM TIMMERMAN

NAME: KARLA RADKA

TITLE: EXECUTIVE DIRECTOR

TITLE: PRESIDENT/CEO

DATE: 3/11/2021

DATE: 3/11/2021

Federal Tax ID: **59-3369526**

Duns: **022239011**

**ATTACHMENT I**

**Health & Wellness Policy and Procedures 2021  
Senior Resource Alliance**

- No payment will be issued to the contractor until a component of the PEARLS program is completed.
- No payment will be issued to contractor for a PEARLS component if the necessary documentation and reporting data required is provided.
- Contractor shall make a concerted effort to provide PEARLS for persons 60 years of age or older, and targeted to persons residing in medically underserved areas; reside in areas where many older individuals have the greatest economic need for services; and low-income individuals; including low-income minority elders, older individuals with limited English proficiency, and older individuals residing in rural areas Contractor must submit copies of all licenses held for each of the programs that the contractor delivers for the Agency within 60 days of signing the contract.
- Contractor must conduct Level II background and fingerprinting screening for each staff member who will be conducting PEARLS sessions and submit to the Agency an *Affidavit of Compliance* within 60 days of contract execution with updates throughout the contract period, as needed.
- Contractor must ensure compliance with HIPPA rules and regulations in accordance with the Business Associates Agreement (Attachment II).

## ATTACHMENT I CONTINUED

**DEPARTMENT OF ELDER AFFAIRS PROGRAMS AND SERVICES HANDBOOK**  
**APPENDIX A: Service Descriptions and Standards**

**Evidence-Based Program to Encourage  
Active, Rewarding Lives for Seniors (PEARLS)**

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**Section II: Services**

**PROGRAM FUNDING SOURCE(S):** OAAIID

**PROGRAM AUTHORITY:**

<u>Program Funding</u>	<u>Specific Authority</u>
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Rulemaking	Section 430.08, F.S.
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OAAIID	Older Americans Act, Title III, Part D
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- A. DESCRIPTION:** The Program to Encourage Active, Rewarding Lives for Seniors (PEARLS) was designed to reduce depressive symptoms and improve quality of life in older adults. The depression intervention takes place in the client's home over a six-month period, and includes problem-solving treatment, behavioral activation, and pleasant activities scheduling. Throughout the intervention, there is ongoing clinical supervision provided by a psychiatrist. PEARLS is designed to be deliverable by staff typically available in an Area Agency on Aging or in senior centers.
- B. DELIVERY STANDARDS/SPECIAL CONDITIONS:** Program to Encourage Active Rewarding Lives for Seniors (PEARLS) is conducted over six to eight sessions during a six-month period at the client's home. Before regular counseling sessions can begin, a process of recruiting and screening prospective clients for depressive orders must take place first. During the PEARLS treatment, the counselor must pay attention to different ways of conducting sessions depending whether it is a first, middle or last session. Clinical supervision must be conducted on a weekly or biweekly basis.

The PEARLS program consists of the following 11 distinct components (each component is billed separately):

- **Screening (PEARLS):** This involves recruiting clients from referral sources and screening these clients to determine eligibility for the program.
- **Enrollment (PEARLE):** After determining eligibility enroll client in the program.
- **Session 1 (PEARL1):** The first session is meant to establish rapport and trust and incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling.



## DEPARTMENT OF ELDER AFFAIRS PROGRAMS AND SERVICES HANDBOOK

### APPENDIX A: Service Descriptions and Standards

<b>Section II: Services</b>	<b>Evidence-Based Program to Encourage Active, Rewarding Lives for Seniors (PEARLS)</b>
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- Session 2 (PEARL2): The second session is meant to incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling.
- Session 3 (PEARL3): The third session is meant to incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling.
- Session 4 (PEARL4): The fourth session is meant to incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling.
- Sessions 5 (PEARL5): The fifth session is to continue to incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling in addition to consolidating the skills the client has learned during the program and transitioning the client to a self-directed approach to depression management.
- Session 6 (PEARL6): The sixth session is to continue to incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling in addition to consolidating the skills the client has learned during the program and transitioning the client to a self-directed approach to depression management.
- Session 7 (PEARL7): The seventh session is to continue to incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling in addition to consolidating the skills the client has learned during the program and transitioning the client to a self-directed approach to depression management.
- Session 8 (or last session) (PEARL8): The eighth session is to continue to incorporate problem-solving treatment, behavioral activation, and pleasurable activity scheduling in addition to consolidating the skills the client has learned during the program and transitioning the client to a self-directed approach to depression management. This final session will include a summary of **the client's achievements**.
- Follow-up/Disenrollment (PEARLD): After completing all of the client sessions, there is a series of follow-up and wrap up of the program to include one phone call per month for three or four months before the client is discharged from the program.

**DEPARTMENT OF ELDER AFFAIRS PROGRAMS AND SERVICES HANDBOOK****APPENDIX A: Service Descriptions and Standards****Section II: Services** **Evidence-Based Program to Encourage  
Active, Rewarding Lives for Seniors (PEARLS)**

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**C. PROVIDER QUALIFICATIONS:**

1. The PEARLS program requires a collaborative effort among several key roles, starting with an organizational leader who will provide and support an infrastructure for implementation. The organizational leader will also supervise the work done by the PEARLS manager, the clinical supervisor, Data Coordinator, and Pearls counselor. Below is a brief description of each role
  - a. **PEARLS Manager:** The person in charge of managing the PEARLS program may be a project manager, a planner, a case manager, a case management supervisor, or another appropriate staff member. The specific duties of the PEARLS manager may vary in different organizations or locations, but may include supervising PEARLS staff members, assigning eligible PEARLS clients to counselors who will deliver the program, and managing the activities and results of the data coordinator. In some cases, the PEARLS manager will also handle recruitment.
  - b. **Clinical Supervisor:** The person providing clinical supervision to the counselor(s). The supervisor meets regularly with the PEARLS counselor in person or on the phone to review client cases and provide guidance on the sessions.
  - c. **Data Coordinator:** The data coordinator is responsible for managing the data that comes from the PEARLS sessions, as well as from the program evaluation instruments (Baseline and Follow-up Questionnaires). Duties also include tracking and reporting the number of clients who are eligible, enrolled, and completed.
  - d. **PEARLS Counselor:** The PEARLS counselor is the heart of PEARLS, as this individual works directly with clients to implement the program. This role includes recruitment and screening, conducting the sessions and follow-up activities, and providing data (for screening, baseline and follow-up) to the data coordinator.
2. Provider must maintain program fidelity to the original program design by The University of Washington PRC.



**DEPARTMENT OF ELDER AFFAIRS PROGRAMS AND SERVICES HANDBOOK****APPENDIX A: Service Descriptions and Standards****Section II: Services** **Evidence-Based Program to Encourage  
Active, Rewarding Lives for Seniors (PEARLS)**

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**D. RECORD KEEPING AND REPORTING REQUIREMENTS:**

1. As stated in the implementation requirements, the data coordinator is responsible for managing the data pertaining to the PEARLS sessions, and the program evaluations instruments. Templates and Samples of the forms needed to collect this data are provided in the PEARLS toolkit. Website to access this toolkit is provided under the program description above. It is the responsibility of the provider to implement the program as it was designed and to collect all the appropriate data requested.
2. The provider shall maintain all appropriate documentation as set forth by the program.
3. The contractor must verify and maintain documentation of provider qualifications for service.
4. Unit of Service Individual: One episode of direct service with or hone behalf of a client. Each component (Screening, Enrollment, Sessions 1-8, and Discharge) equals one episode, and may be billed upon successful completion of the component.
5. CIRTS reporting requirements are on the next page. ↓



## ATTACHMENT II: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into between:

Area Agency on Aging of Central Florida, Inc., d/b/a Senior Resource Alliance, the “Covered Entity” and, Osceola County Council on Aging, Inc. as “Business Associate.”

### 1.0 Background.

1.1 Business Associate will obtain Protected Health Information from Covered Entity in the performance of one or more contracts or agreements between Covered Entity and Business Associate. Business Associate and subcontractors of Business Associate that provide services in relation to said contracts or agreements are permitted to receive and use protected health information in connection with said contracts or agreements, subject to the terms of this Agreement.

1.2 Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act and has indicated its intent to comply.

1.3 The Health Insurance Portability and Accountability Act regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.

1.4 The Health Insurance Portability and Accountability Act requires the Covered Entity and the Business Associate to enter into a contract or agreement meeting certain standards and containing specific requirements to protect the Confidentiality and Security of patients’, as set forth in, but not limited to, the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2013) (as may apply) and contained in this agreement.

1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010), require business associates of covered entities to comply with the Health Insurance Portability and Accountability Act security rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, 45 C.F.R. §164.502(e)(2), and 45 C.F.R. §164.504(e)(2013). Such sections apply to a Business Associate of a Covered Entity in the same manner that such sections apply to the Covered Entity.

The parties therefore agree as follows:

2.0 **Definitions.** For purposes of this agreement, the following definitions apply:

2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.

2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of Security Measures to protect Electronic Protected Health Information and to manage the conduct of the covered entity’s workforce in relation to the protection of that information.

2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)

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- 2.4 **Authentication.** The corroboration that a person is the one claimed.
- 2.5 **Availability.** The property of data or information being accessible and useable upon demand by an authorized person.
- 2.6 **Breach.** The unauthorized or unlawful acquisition, access, use, or disclosure of which Compromises the Security or privacy of such information.
- 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.
- 2.8 **Confidentiality.** The property of data or information being undisclosed and unavailable to unauthorized persons or processes. .
- 2.9 **Designated Record Set.** A group of records maintained by or for a Covered Entity as defined in 45 CFR §164.501.
- 2.10 **Electronic Protected Health Information. (ePHI)** Individually identifiable health information transmitted by or maintained in electronic media, as specified in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.11 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.12 **HIPAA.** The Health Insurance Portability and Accountability Act (1996) Pub. L. No. 104-191.
- 2.13 **Individual.** The person who is the subject of Protected Health Information, as specified in 45 C.F.R. §160.103.
- 2.14 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.15 **Integrity.** The property of data or information being whole and not altered in an unauthorized manner.
- 2.16 **Malicious software.** Software, such as a virus, designed to damage or disrupt an electronic Information System.
- 2.17 **Part I.** Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- 2.18 **Password.** Confidential Authentication information composed of a string of characters.
- 2.19 **Physical Safeguards.** The physical measures, policies, and procedures to protect a covered entity’s electronic Information Systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.20 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
- 2.21 **Protected Health Information. (PHI)** Health information as defined in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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2.22 **Required By Law.** Has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

2.23 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.

2.24 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System.

2.25 **Security or Security measures.** All of the administrative, physical, and Technical Safeguards in an Information System.

2.26 **Security Rule.** The Security Standards for the protection of Protected Health Information as specified in 45 C.F.R. part 164, subpart C, and amendments thereto.

2.27 **Technical Safeguards.** The technology and the policy and procedures for its use that protect Electronic Protected Health Information and control access to it.

2.28 **Unsecured PHI.** Has the same meaning as the term “Unsecured Protected Health Information” as defined in 45 C.F.R. §164.402.

2.29 All other terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms defined in 45 C.F.R. §§160, 162, and 164, or if not defined therein, the same as the plain meaning of the term(s).

### **3.0. Obligations and Activities of Business Associate.**

3.1 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this agreement or as Required By Law.

3.2 Business Associate agrees to:

(a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 C.F.R. § 164.306;

(b) Prevent use or disclosure of PHI other than as provided for by this Agreement or as Required By Law;

(c) Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. §164 with respect to ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity, to prevent use or disclosure of the information other than as provided for by this Agreement or by law; and

(d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, including the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Covered Entity.

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(e) Comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations, to the extent Business Associate is to carry out Covered Entity's obligations under 45 C.F.R. §164 or this Agreement.

3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Business Associate agrees to report to Covered Entity, without unreasonable delay, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. This includes any copying or amendment of such information and any Security Breaches involving Unsecured PHI as required by 45 C.F.R. §164.410. Business Associate agrees to include in such notice:

(a) Identification of any individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Security Breach in accordance with 45 C.F.R. §164.404; and

(b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*, available on the U.S. Department of Health and Human Services website.

3.5 Business Associate agrees to maintain and provide to the Secretary such records and compliance reports as the Secretary may determine to be necessary and to comply with all compliance reviews and complaint investigations as required by the 45 C.F.R. §160, Subsection C.

3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.7 If Business Associate has PHI in a Designated Record Set:

(a) Business Associate agrees to provide at the request of Covered Entity during regular business hours, Access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 C.F.R. §164.524; and

(b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.

3.8 Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary upon request from the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

3.9 Business Associate agrees to document such disclosures of PHI and information related thereto as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.10 Business Associate agrees to provide to Covered Entity or an Individual, upon request, information collected in accordance with Paragraphs 3.7 and 3.9 above, in response to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §§ 164.528, § 164.502 and § 164.504.



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3.11 Business Associate specifically agrees to use Security Measures that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of PHI in electronic or any other form that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

3.12 Business Associate agrees to implement Security Measures to secure Passwords used to Access ePHI that it accesses, maintains, or transmits as part of this Agreement from Malicious Software and other man-made and natural vulnerabilities to assure the Availability, Integrity, and Confidentiality of such information.

3.13 Business Associate agrees to implement Security Measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from Malicious Software and other man-made and natural vulnerabilities to assure the Availability, Integrity, and Confidentiality of such information.

3.14 Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts), as set forth in 45 C.F.R. §§164.502, 164.504;

(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information), as set forth in 45 C.F.R. §164, Subpart E; and

(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations), as set forth in 45 C.F.R. §§164.508(a)(3), 164.514(f)(1).

**4.0 Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule as it applies to Business Associate and Covered Entity, or the minimum necessary policies and procedures of the Covered Entity that are provided to Business Associate by Covered Entity.

#### **5.0 Specific Use and Disclosure Provisions.**

5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided that Business Associate will appropriately safeguard the information in accordance with the Privacy Rule.

5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may authorize a Business Associate that is a subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate for the proper management and administration of the Business Associate, provided that Business Associate obtains satisfactory assurances, in accordance with 45 C.F.R. §164.502(e)(1)(ii), and documented in accordance with 45 C.F.R. §164.502(e)(1)(ii)(2), that the subcontractor will appropriately safeguard the information, and, in the event of termination, will return or destroy all PHI and ePHI in accordance with Section 8.3 of this Agreement and 45 C.F.R. §164.504(e)(2)(ii)(J).

5.3 Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

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5.4 Business Associate may use or disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

**6.0 Obligations of Covered Entity.**

6.1 Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate as Attachment I to this Agreement. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at [www.sraflorida.org](http://www.sraflorida.org). See attached Notice of Privacy Practices.

6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of an Individual's PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**7.0 Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**8.0 Effective Date and Termination.**

8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective on the last date that the Agreement has been signed by both parties.

**8.2 Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this agreement or a violation of the Security Rule or the Privacy Rule by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to 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 time specified by Covered Entity;

(b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**8.3 Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, Business Associate shall return or destroy all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

(a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.

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(b) In the event that Business Associate or Covered Entity determines that returning or destroying the PHI or ePHI is infeasible, notification of the conditions that make return or destruction of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI to those purposes that make the return or destruction of the information infeasible, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

**8.4 Expiration and Effect.** Unless sooner terminated pursuant to Section 8.2 above, this agreement will expire once Business Associate no longer has any PHI in its possession, whether by destruction or return to Covered Entity. Business Associate will provide a certification to Covered Entity once Business Associate no longer has any Data in its possession. Any agreements in place pursuant to Section 3.6 hereof will remain in effect until such agent no longer has any PHI in its possession and certifies same.

**9.0 Regulatory References.** A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

**10.0 Amendment.** The Parties agree to take such action as is necessary to amend this agreement as necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, and other applicable HIPAA rules.

**11.0 Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.

**12.0 Interpretation.** Any ambiguity in this agreement shall be resolved to permit Covered Entity and Business Associate to comply with 45 C.F.R. §§160, 162, and 164.

**13.0 Incorporation by reference.** Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or Security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

**14.0 Notices.** All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity:                      Senior Resource Alliance  
   Attention: Rob R. Gilts, Director of Compliance  
   3319 Maguire Blvd., Suite 100  
   Orlando, Florida 32803  
   Phone (407) 514-1800 / Fax (407) 228-1835

**(January 2021 - December 2021)**

**BAFI –Health and Wellness-21.000**

To Business Associate: Timothy V. Timmerman, Executive Director  
Brevard Alzheimer's Foundation, Inc.  
4676 N. Wickham Rd.  
Melbourne, Florida 32935  
Phone: (321) 253-4430 ext 106/ email: [timmerman@brevardalz.org](mailto:timmerman@brevardalz.org)

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.


16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate’s obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate’s obligations shall be by written agreement satisfactory to Covered Entity.

18.0 **Entire Agreement.** This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supercedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

**BUSINESS ASSOCIATE**

**Brevard Alzheimer’s Foundation, Inc.**

SIGNED BY:  \_\_\_\_\_  
6F92CD373C704E0...

NAME: TIM TIMMERMAN

TITLE: EXECUTIVE DIRECTOR

DATE: 3/11/2021

Federal Tax ID: **59-3369526**  
Duns: **022239011**

**COVERED ENTITY**

**Area Agency on Aging of Central Florida, Inc.**

SIGNED BY:  \_\_\_\_\_  
2A7EFFF20BD74F3...

NAME: KARLA RADKA

TITLE: PRESIDENT/CEO

DATE: 3/11/2021