
PANZAMAURER

ATTORNEYS AND COUNSELORS AT LAW
Coastal Towers | Suite 905
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Fort Lauderdale, Florida 33308
954.390.0100

UPDATED - February 9, 2024

Todd Bond, CPM
Deputy County Manager, Support and Human Services
Polk County Board of County Commissioners
330 West Church Street, PO Box 9005, Drawer CA01
Bartow, FL 33831-9005
Office phone (863) 534-6031
toddbond@polk-county.net

Re: Engagement Agreement with Polk County

Dear Mr. Bond:

Thank you for consulting with Panza Maurer to assist Polk County with its legal needs. This letter aims to set forth the basis upon which we welcome the opportunity to represent Polk County in this matter. We have found it helpful to confirm with clients the nature and terms of our representation. Of course, our representation is terminable at will by either Polk County or Panza Maurer, subject to payment of all fees for services performed and costs advanced through the termination date.

Please note that monthly statements will show the amount of time spent by each lawyer who works on your matter and their total charges. The statement will include an itemized description of out-of-pocket costs, advanced by us, on your behalf. These costs generally include, without limitation, the following: travel expenses (at IRS-approved mileage rates, plus parking and tolls, actual costs for airfare, auto rental, cab/car service, meals and lodging), conference call tolls, the costs of terminal time for computer research, computer document preparation; filing, recording, certification and registration fees charged by governmental bodies; secretarial overtime, when necessitated by client demands; and the cost to scan or photocopy materials sent to you or third parties, or required for our use and review. In circumstances where substantial costs can be predicted, we may request an advance cost deposit.

Our monthly statements will be based on a blended rate of \$300.00 per hour. We will send a monthly statement of account to Polk County for legal services rendered and out-of-pocket expenses incurred on Polk County's behalf during the preceding month. Our invoices are due and payable upon receipt. Payment is to be made in accordance with the provisions of the Florida Prompt Payment Act, Florida Statute §218.70, upon receipt of a properly submitted Invoice.

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If you object to anything in your statement, you need to notify the Firm within fifteen (15) days of the bill. Otherwise, you agree that the invoice is reasonable, and payment is due. Any need to seek the collection fees will include the costs and fees of collection. The Parties agree that Florida law is to govern, construe, and enforce all rights and duties of the parties arising out of the Agreement. If any disputes arise from this agreement, it will be subject to exclusive jurisdiction and venue of the Circuit or County Court in and for Polk County, Florida.

Given the complexity and circumstances of the issues about which you consulted us *as detailed on the attached Schedule "A" and attached spreadsheet*, we would typically require an initial "Advanced Fee" before the commencement of work. However, inasmuch as you are a valued existing client, as a professional courtesy, we will waive this fee.

We understand that Gina Neal will primarily represent you at a rate of \$300.00 per hour. When selecting other lawyers in the Firm to perform services for you, we will seek to assign lawyers consistent with the skills, time demands and other factors influencing the professional responsibility required for each matter. Also, we will bill for work performed under the supervision of a Firm lawyer by legal assistants and law clerks (including recent law school graduates who still need to be admitted to practice). We will use law clerks and legal assistants whenever appropriate because it enables us to deliver legal services more economically.

We invite you to freely discuss any questions concerning the understanding relative to fees generally or to particular fees charged for any matters. We want our clients to be satisfied with the quality of our legal work and the reasonableness of the fees we charge for those services. Therefore, we have found that an engagement letter confirming the general scope of the representation and outlining the fee and cost arrangement assists both the lawyer and the client in dealing with the business side of their relationship while preserving a good working relationship concerning the client's representation.

During the matter, you may be required to provide us with original documents. These documents will be scanned and returned to you. It is the Firm's policy to deliver to clients any remaining documents and property you have provided to the Firm. We will retain documents and materials prepared as part of our representation, including our internal memoranda and records, attorney notes, drafts not intended for external distribution and similar working materials. In addition, the Firm will retain, in accordance with our records retention program in electronic form, any files relating to your matters that you do not ask to have returned for an appropriate period of time. To avoid indefinite storage, we reserve the right to dispose of any of your documents or other materials we retained within a reasonable time after our engagement. Therefore, please notify us of any documents you wish to have returned.

Should Polk County wish to have its file transferred to another firm, Polk County agrees to have that firm retain a copy service to make a copy of the original file for them. If you are found to be in breach of the client's representation agreement with the Firm, the Firm may choose to

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withhold certain portions of the client's files consistent with our obligations under the Rules of Professional Conduct.

We greatly appreciate Polk County's confidence and look forward to having Polk County among our clients. If Polk County concurs with the fee arrangement proposed herein, we will commence work accordingly.

Please sign the acknowledgment in the space below and return the original to me, keeping a copy for your file. We look forward to having the opportunity to represent you.

Sincerely,

Gina P. Neal

Gina P. Neal

GPN/co

cc: Randall Vogel – randallvogel@polk-county.net

Marcia Andresen – marciaandresen@polk-county.net

[SIGNATURE PAGE TO FOLLOW]

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AGREED AND ACCEPTED this

_____ day of _____, 2024.

POLK COUNTY

By:

NAME

TITLE

SIGNATURE

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SCHEDULE “A”

Pursuant to previous discussions between Polk County and Panza Maurer, below is a brief outline of the scope of legal services to be performed.

Privacy Review

- Updated information gathering and document review provided by Polk County pertinent to current HIPAA privacy operations.
- Updated identification of all affected entities and determination of classification of entities as covered or hybrid.
- Identify PHI being stored/transmitted from the affected entities, identify who has access to PHI and create flow chart.
- Identify individuals responsible for HIPAA healthcare compliance including privacy officer and HIPAA liaison; develop roles and responsibilities related to HIPAA oversight.
- Review and analysis of current Florida medical records policies and procedures, including medical record access, existing policies/procedures for application of privileges to medical records; existing policies/procedures for mandatory reporting requirements; existing patient consent and waivers; existing policies/procedures for provisions related to HI/AIDS.
- Development and categorization of key issues and compliance.
- Development of general policy statement regarding compliance with HIPAA.
- Development of Privacy Officer designation and HIPAA Liaison responsibilities policy.

Development of Privacy Policies Detailed Below

- Routine Use and Disclosure of PHI for treatment, payment, and healthcare operations.
- Use and Disclosure of PHI where no authorization is required.
- Use and Disclosure of PHI requiring authorization.
- Minimum Necessary Policy and Procedure (2) associated policies.
- Patients’ rights policies (3) associated policies.
- Privacy Concerns Procedure for PHI.
- Reasonable Safeguards Procedure (3) associated policies.
- Notice of Privacy Policy.
- Business Associate Policy.
- Release of PHI for Deceased Individuals.

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- Breach of Unsecured PHI.
- Sanctions.
- Florida Specific Requirements and Super Confidential Information.
- Verification of Identity.
- De-Identification of PHI.
- HIPAA Education and Training.
- Privacy Officer Designation and Liaisons.
- Release of Information for Workers Compensation purposes.
- Workforce Member Access to PHI.
- Use of Limited Data Sets.
- Other Policies and Procedures specific to each covered entity's internal operations when handling PHI.

Security Review and Policy Creation

- Coordination of third-party auditor, oversee third-party review of county security processes and completion of HIPAA risk assessment.
- Review of key issues with county officials' approval for policy creation.
- Development of Security Policies re: safeguard requirements (10-15 policies).
- Prepare overview of newly developed Security Policies and strategy for implementation and training on policies.