

## BUSINESS ASSOCIATE AGREEMENT

### (Facility Agreement)

This Business Associate Agreement ("**Agreement**") dated March 3, 2015 (the "Effective Date"), is entered into by and between Fawcett Memorial Hospital, Inc. d/b/a Fawcett Memorial Hospital ("**Facility**") and The School Board of Sarasota County Florida ("**Business Associate**"), each a "**Party**" and collectively, the "**Parties**."

**WHEREAS**, Facility is a covered entity ("**Covered Entity**") as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the "**Privacy Standards**") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**");

**WHEREAS**, pursuant to HIPAA and HITECH the U.S. Department of Health & Human Services ("**HHS**") promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the "**Security Standards**") requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information ("**Protected Health Information**" or "**PHI**"), including electronic protected health information ("**EPHI**");

**WHEREAS**, the Parties wish to comply with Privacy Standard and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," as such may be revised or amended by HHS from time to time;

**WHEREAS**, in connection with Business Associate's performance under its agreement(s) and/or other documented arrangements between Facility and Business Associate (collectively "**Business Arrangements**"), Business Associate may provide services for or on behalf of Facility that require Business Associate to use, disclose, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

**WHEREAS**, Facility desires that Business Associate use and disclose PHI and/or EPHI in accordance with the terms specified herein, and the Parties desire to enter into this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may use, disclose, access, create, maintain and/or transmit health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. Vendor acknowledges and agrees it meets the definition of a "**business associate**" at 45 C.F.R. §160.103. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "**Confidentiality Requirements**"). All references to PHI herein shall be construed to include EPHI; furthermore, PHI shall mean only that PHI Business Associate uses, discloses, accesses, creates, maintains and/or transmits for or on behalf of Facility. The Parties hereby acknowledge that the definition of PHI includes "**Genetic Information**" as set forth at 45 C.F.R. §160.103. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Facility in the same manner. To the extent the Business Associate is to carry out Facility's obligations under the Confidentiality Requirements, the Business Associate shall comply with the provision(s) of the Confidentiality Requirements that would apply to the Facility in the performance of such obligation(s).

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Business Associate agrees not to use (or permit the use) of PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by the Facility in the same manner. Furthermore, Business Associate shall use PHI: (i) solely for Facility's benefit and only for the purpose of performing services for or on behalf of Facility as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Facility shall retain all rights in the PHI not granted herein. Except as necessary to perform services for Facility under the Business Arrangements, Business Associate may not de-identify PHI or other identifiable data without the express written authorization of Facility. All de-

identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically, 45 C.F.R. §164.514(b).

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable federal and state law. Business Associate agrees not to disclose (or permit the disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Facility in the same manner. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "**minimum necessary use and disclosure**," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed in accordance with 45 C.F.R. §164.502(b).

3.1 If Business Associate uses or contracts with any agent, including a subcontractor (collectively, "**Subcontractors**") that uses, discloses, accesses, creates, receives, maintains, or transmits PHI on behalf of Facility, Business Associate shall require its Subcontractors to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement; specifically, Business Associate agrees to enter into business associate agreements with its Subcontractors that meet the requirements of the Confidentiality Requirements, including but not limited to 45 C.F.R. §§164.314, 164.410, 164.502 and 164.504(e). Business Associate shall report to Facility any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under **Section 9**, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Facility in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or any Subcontractors in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Facility, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Facility under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Facility. Business Associate shall respond to any request from Facility for access by an Individual within five (5) business days of such request and shall make any amendment requested by Facility within ten (10) business days of such request. Any information requested under this **Section 4** shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Business Associate shall notify Facility within five (5) business days of receipt of any request for access or amendment by an Individual. Facility shall determine whether to grant or deny any access or amendment requested by the Individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set when requested by Facility.

5. **Accounting of Disclosures.** Business Associate shall make available to Facility in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual in accordance with 45 CFR §164.528 (or such shorter time as may be required by state or federal law). Business Associate shall provide to Facility such information necessary to provide an accounting within thirty (30) days of Facility's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the Individual or to Facility if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Facility and the Facility informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive expiration or termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of

such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to HHS or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Facility for the purpose of determining Facility's compliance with the Confidentiality Requirements, in a time and manner designated by HHS. Except to the extent prohibited by law, Business Associate agrees to notify Facility immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Subcontractor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate will promptly report to IT&S any Security Incident of which it becomes aware; provided, however, that IT&S acknowledges and shall be deemed to have received notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of Facility, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

9.1 **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as described below in this Section 9.1, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Facility immediately and in no event later than five (5) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Facility, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Facility with sufficient information to permit Facility to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Facility with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Facility may ask

questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Facility of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above. This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

9.2 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of **Section 9.1**, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI and referred to hereinafter as "**Individually Identifiable Information**") that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a "**State Breach**") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) notify the Facility within five (5) business days of such misuse, disclosure, loss or theft; (ii) cooperate and assist Facility with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist Facility with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iv) cooperate with Facility regarding the Facility's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (v) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

9.3 Breach Indemnification. Business Associate shall indemnify, defend and hold Facility, and its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively "**Information Disclosure Claims**") arising from: or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law; and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information. If Business Associate assumes the defense of an Information Disclosure Claim, Facility shall have the right, at its expense, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Facility. To the extent permitted by law, Business Associate shall be fully liable to Facility for any acts, failures or omissions of Business Associate's Subcontractors and agents in furnishing the services as if they were Business Associate's own acts, failures or omissions. For purposes of this **Section 9.3**, PHI and Individually Identifiable Information shall refer to PHI and Individually Identifiable Information used, disclosed, accessed, created, maintained, received and/or transmitted while under the control of Business Associate or its Subcontractors at the time of such breach. This **Section 9.3** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

## 10. Term and Termination.

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this **Section 10**, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2 Termination without Cause. Facility shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

10.3 Termination for Cause. Either Party may immediately terminate this Agreement (the "Terminating Party") and shall have no further obligations to the other Party (the "Terminated Party") hereunder if any of the following events shall have occurred and be continuing:

- (i) The Terminated Party fails to observe or perform any material covenant or obligation contained in

this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party; or

- (ii) A material violation by the Terminated Party of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Terminated Party under this Agreement.

10.4 Termination of this Agreement for either of the two reasons set forth in **Section 10.3** above shall be cause for Facility to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Facility.

10.5 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

10.6 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Facility or to destroy all PHI received from Facility or otherwise through the performance of services for Facility, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. 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. This **Section 10.6** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. FACILITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Facility that Business Associate, its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) or any state healthcare program (collective, the "**Healthcare Programs**"; (ii) have not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs (collective, the "**Warranty of Non-exclusion**"). Business Associate's representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the Term, and Business Associate shall immediately notify Facility of any change in the status of the representations and warranties set forth in this **Section 12**. Any breach of this **Section 12** shall give Facility the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.** This **Section 13** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI.

**Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

**FACILITY:**

Fawcett Memorial Hospital, Inc.  
D/b/a Fawcett Memorial Hospital  
21298 Olean Blvd. Port Charlotte FL 33952  
Attention: CEO  
Chair, Chairman  
Tel. No.: 941-627-6182  
Fax No.: 941-627-6142

**BUSINESS ASSOCIATE:**

The School Board of Sarasota County Florida  
4748 Beneva Road Sarasota FL 34233  
Attention: The School board of Sarasota County Florida  
Tel. No.: (941) 924-1365  
Fax No.: (941) 361-6886

**Copy to FACILITY COUNSEL:**

HCA – Legal Operations  
One Park Plaza, Bldg. 1, 2 East  
Nashville TN 37203  
Attention: Operations Counsel  
Tel. No.:  
Fax No.:

**Copy to:**

Attention:  
Tel. No.:  
Fax No.:

13.1 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

13.2 **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Facility shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Facility, without the prior approval of Business Associate.

13.3 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

13.4 **Entire Agreement.** This Agreement constitutes the complete agreement between Vendor and Facility relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement constitutes the complete agreement between Vendor and Facility relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however*, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that Facility believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Facility may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

13.5 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Facility is located, excluding its conflicts of law's provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Facility is located.

13.6 **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Facility irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Facility shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Facility shall deem appropriate. Such right of Facility is to be in addition to the remedies otherwise available to Facility at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Facility.

13.7 **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Facility. This Agreement does not express or imply any commitment to purchase or sell goods or services.

13.8 **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the document by facsimile transmission, or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a Party with the intent to execute this Agreement (i.e., "electronic signature" through a process such as DocuSign).

WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

FACILITY:

BUSINESS ASSOCIATE:

Fawcett Memorial Hospital, Inc.  
D/b/a Fawcett Memorial Hospital

The School Board of Sarasota County Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for Legal Content,  
March 10, 2015, by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: \_\_\_\_ASH\_