

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, _____, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School Board") and **SMITH CARE CENTER AT PLYMOUTH HARBOR, INC.** ("Health Care Facility").

WITNESSETH:

WHEREAS, School Board offers to enrolled students a **Health Science** program; and

WHEREAS, Health Care Facility manages a **health care facility**; and

WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and **Clinical Skills** in actual patient-centered situations in a **health care** facility; and

WHEREAS, Health Care Facility has agreed to make its facility available to School Board for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School Board

(a) **Clinical Program:** School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Health Care Facility, which Program shall be approved in advance by Health Care Facility. Such responsibilities shall include, but not be limited to, the following:

- (i) orientation of students to the clinical experience at Health Care Facility;
- (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Health Care Facility;
- (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Health Care Facility;
- (iv) continuing oral and written communication with Health Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
- (v) supervision, in coordination with Health Care Facility, of students and their performance at Health Care Facility;
- (vi) participation, with the students, in Health Care Facility's Quality Assurance and related programs;
- (vii) performance of such other duties as may from time to time be agreed to between School Board and Health Care Facility;

All students, faculty, employees, agents and representatives of School Board participating in the Program at Health Care Facility (the "Program Participants") shall coordinate their activities with the Health Care Facility's Coordinator of Education.

(b) **Student Statements:** School Board shall require each Program Participant to sign a Statement of Financial Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) **Insurance:** School Board carries a Student Blanket Professional Liability Insurance policy with limits of \$1 million per person/\$3 million per incident. School Board is self-insured for general liability purposes, as evidenced in the form attached hereto as Exhibit C.

(d) **Health of Participants:** All Program Participants shall pass a medical examination acceptable to Health Care Facility and prove free of tuberculosis, verified via SCTI application paperwork, prior to their participation in the Program at Health Care Facility at least once a year or as otherwise required by Florida law. School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program at Health Care Facility. In no event shall Health Care Facility be financially responsible for said medical care and treatment.

(e) **Dress Code; Breaks:** School Board shall require the students to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with Health Care Facility's standards regarding same. All Program Participants shall remain on the Health Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Health Care Facility.

- (f) **Performance of Services:** All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Health Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Health Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Health Care Facility or the performance of services therein.
- (g) **Eligibility of Students:** All students will undergo a Level 1 and Level 2 Criminal Background Check prior to participation at any Health Care Facility.

2. **Responsibilities of Health Care Facility**

- (a) Health Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Health Care Facility. Health Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and Health Care Facility, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. Health Care Facility shall coordinate School Board's rotation and assignment schedule with its own schedule and those of other educational institutions. Health Care Facility shall at all times retain ultimate control of the Health Care Facility and responsibility for patient care.
- (b) Upon the request of School Board, Health Care Facility shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall, to the extent allowed by law, indemnify and hold harmless Health Care Facility for any expense or claim incurred by Health Care Facility as a result of Health Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. **Withdrawal of Program Participant**

Health Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Health Care Facility when his/her clinical performance is unsatisfactory to Health Care Facility or his/her behavior, in Health Care Facility's discretion, is disruptive or detrimental to Health Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Health Care Facility.

4. **Independent Contractor**

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Health Care Facility, nor shall Health Care Facility or any of its agents, representatives be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Health Care Facility for any salaries, insurance, or other benefits.

5. **Confidentiality**

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Health Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Health Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Health Care Facility with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. **Indemnification**

School Board, to the extent allowed by law, shall indemnify and hold harmless Health Care Facility and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board or the Program Participants under this Agreement, including, but not limited to, claims for personal injury, professional liability or, with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law and any obligation under this section shall be restricted to the limits contained in Section 768.28, Florida Statutes. Health Care Facility shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to the Health Care Facility's employees' or representatives' performance of duties hereunder.

7. **Term: Termination:**

- (a) The initial term of this Agreement shall be for 3 year(s), commencing April 15, 2015, and expiring April 15, 2018, unless otherwise terminated as provided herein.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Health Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Health Care Facility, such completion not to exceed six (6) months.

8. **Entire Agreement**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

9. **Severability:**

If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

10. **Captions:**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. **No Waiver:**

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. **Governing Law:**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

13. **Assignment Binding Effect:**

School Board may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Health Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. **Notices:**

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Health Care Facility: Smith Care Center at Plymouth Harbor, Inc.
Attn: Harry E. Hobson, CEO
Address: 700 John Ringling Blvd.
Sarasota, FL 34236

School Board: The School Board: The School Board of Sarasota County, Florida
Attention: Suncoast Technical College Director
4748 Beneva Road
Sarasota, Florida 34233;

OR, to such other persons or places as either party may from time to time designated by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
(Print Name) _____, Chair

Approved for Legal Content
March 3, 2015, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota
County, Florida
Signed: ASH

SMITH CARE CENTER AT PLYMOUTH HARBOR, INC.
Name of Health Care Facility

By: HEH, CEO
(Print Name) HEHOBSON
As Its CEO

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at _____ (the "Health Care Facility"), I am not an employee of the Health Care Facility and, am not entitled to insurance coverage, if any, Provided to employees of the Health Care Facility.
2. In consideration of the benefits in the form of training and experience received at the Health Care Facility, and to the extent provided under the laws and regulations of the State of Florida, do hereby agree that I will be solely responsible for any loss sustained by me, my family, heirs, or any other person(s) or entity(ies) resulting from any injury or illness sustained by me while participating in the health care program for _____ (name of program) operated by The School Board of Sarasota County, Florida, at the Health Care Facility unless loss from such injury or illness arises solely out of the negligence or misconduct of the Health Care Facility or its employees or representatives.

Dated this: _____ day of _____, 201__.

Program Participant

WITNESS

Parent's /Guardian Signature:

(Required if student is under 18)

Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between The School Board of Sarasota County, Florida and _____ ("the Health Care Facility") to keep confidential any information regarding the Health Care Facility patients, as well as all confidential information of the Health Care Facility. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of the Health Care Facility, except as required by law.

Dated this: _____ day of _____, 20!__.

Program Participant

WITNESS

PLYMOUTH HARBOR, INC.

Business Associate Agreement

This agreement (Agreement) is made and entered in this 1st day of May , 2015 (Effective Date), by and between **Plymouth Harbor, Inc.**, (hereinafter referred to as PH) Covered Entity, and School Board of Sarasota County (hereinafter know as Business Associate) collectively, the "Parties."

Whereas both Parties are committed to complying with HIPAA;

Now therefore in consideration of the premises and mutual promises herein contained, it is agreed as follows:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Agent, Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) **Business Associate**. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) **Covered Entity**. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

(c) **HIPAA Rules**. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Business Associate, upon consultation with PH, will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to PH as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to PH as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and,

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information to perform its services to PH and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule. All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of PH are prohibited.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below;

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided 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 or 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.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) PH shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) PH shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) PH shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of Effective Date, and shall terminate on May 1, 2018, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.


(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

APPROVED AND ACCEPTED BY:

Business Associate

Date

Title



Plymouth Harbor, Inc.

4-30-15

Date

Vice President of Health Services

Title