

**AGREEMENT BETWEEN
SCHOOL BOARD OF SANTA ROSA COUNTY/LOCKLIN TECH &
UNIVERSITY HILLS HEALTH & REHAB
10040 HILLVIEW ROAD OPERATIONS, LLC**

AFFILIATION AGREEMENT

This Student Affiliation Agreement (the "Agreement") is made and entered into and effective for all purposes and in all respects as of this 2nd day of October, 2013, by and between Locklin Technical Center (hereinafter "Educational Institution") and University Hills Health & Rehab (hereinafter "Facility").

With regard to the following program(s): Practical Nursing and Nursing Assistant

WHEREAS, the Educational Institution desires to establish a program at Facility to provide a clinical learning experience ("Learning Experience") for its students;

WHEREAS, Facility is willing to cooperate with Educational Institution to establish a program for Educational Institution's students;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

The Educational Institution and Facility mutually agree:

1. To establish the educational objectives for the Learning Experience, advise methods for implementation, and evaluate the effectiveness of the Learning Experience.
2. Not to discriminate on the basis of race, color, creed, age, national origin, or sex, nor will either party discriminate because of handicap under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
3. Prior to beginning the Learning Experience at Facility, the Educational Institution shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively, "HIPAA"), and Facility shall provide students with specific training in Facility's HIPAA policies upon student's arrival at Facility. Institution shall provide participating students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively, "HIPAA"), and Facility shall provide students with specific training in Facility's HIPAA policies upon student's arrival at Facility.
4. Both Facility and the Educational Institution agree to abide by all applicable laws and regulations in carrying out their respective obligations under this Agreement. Both Facility and Educational Institution agree that they shall refrain from disclosing the student's

educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. As applicable, Educational Institution agrees to have each student complete appropriate consent forms for the exchange/disclosure of educational records or medical records as may be required under this Agreement.

The Educational Institution agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the applicable licensing and accrediting bodies.
2. To establish and maintain ongoing communication with Facility on items pertinent to Learning Experience, (such communication may include but not limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information) and to provide on-site faculty supervision as deemed necessary by Facility. Such faculty members shall be subject to all provisions of this Agreement that pertain to students.
3. To notify Facility of the planned student assignment, level of academic preparation, and length and dates of Learning Experience. In furtherance of the foregoing, the Learning Experience and student assignments shall be planned by the Educational Institution in consultation with representatives designated by Facility and shall be subject to final approval by both parties before the commencement of any such assignment. Written plans for the Learning Experience and student assignments shall be submitted to Facility by the Educational Institution at least 30 days prior to the anticipated commencement of the assignments, or as otherwise mutually agreed by the parties, and shall specify the number of students for each assignment. The students in the Learning Experience shall work at all times under the supervision of designated Facility personnel or licensed professionals as required by the policies, rules and regulations of Facility and/or applicable law and pursuant to the applicable guidelines of any Learning Experience as agreed to by the parties. Designated personnel or the licensed professionals of Facility who agree to be responsible for student training hereunder shall have the ultimate responsibility for patient care. Facility is under no obligation to pay the students or the Educational Institution for services provided by students hereunder, and the students are not to be considered employees or agents of Facility for any purpose whatsoever. While at Facility, the students will not be covered by Social Security, Unemployment Compensation or Worker's compensation coverage, nor shall they be entitled to any benefits (in any form or fashion) provided to full or part-time employees of Facility.
4. To refer to Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to Facility.
5. To inform the student of Facility's requirements for acceptance regarding health status. Students must provide documentation of basic physical examination completed within the past year, annual TB test, proof of rubella immunity, proof of hepatitis vaccine or refusal, tetanus status and any other related requirements of Facility, prior to commencement of the assignment and Learning Experience.
6. To inform students enrolled in the Learning Experience that any and all medical costs which the students may incur while participating in the Learning Experience with Facility

will be responsibility of the student. Facility will not be liable for any medical expenses incurred by a student.

7. To advise the assigned student of the responsibility for complying with the existing pertinent policies, rules and regulations of Facility, including but not limited to confidentiality of records and individually identifiable patient health information, personal conduct, dress code, identification badges, protocols and safety.

8. To require the assigned student to have proof of coverage during the term of this Agreement for negligence, malpractice and professional liability insurance (in the amount of \$1,000,000 per occurrence, \$3,000,000 annual aggregate) during the term of the Agreement and to provide a copy of the declarations page evidencing this coverage as requested from time to time.

9. To supply Facility with appropriate forms to be used in evaluation of the performance of the assigned student.

10. To assure the student will function under the guidance of the designated Facility personnel or a licensed professional (as the case may be).

11. No form of payment or remuneration will be provided by Educational Institution, Facility or the preceptor/mentor/sponsor for the students' participation in the Learning Experience and student is responsible for all of his/her respective expenses.

12. Background Checks and 10 Panel Urine Drug Screen: Educational Institution represents that each Program Participant will have undergone a 10 Panel Urine Drug Screen and a Background Check prior to participating in any facility clinical program. The Background Check will include, at a minimum, the following:

- i. Social Security number verification;
- ii. Multi-county, statewide felony/misdemeanor criminal record search for all cities and/or states of residence during previous seven years;
- iii. National criminal database search, Federal database search, and sexual offender database search;
- iv. HHS/OIG list of excluded individuals/entities – GSA list of parties excluded from federal programs;

Should the Background Check or 10 Panel Drug Screen disclose any adverse information or screening results regarding any Program Participant, the Educational Institution shall immediately notify those specified in the notice provisions herein, and remove said Program Participant from the Facility rotation.

Facility agrees:

1. To designate Facility personnel or a licensed professional who will be responsible for planning and implementation of the Learning Experience.
2. To provide Facility personnel or licensed professional with time to plan and implement the Learning Experience including, when feasible, time to attend relevant meetings and conferences.
3. To provide the physical facilities and equipment necessary to conduct the Learning Experience being offered.
4. To advise the Educational Institution of any changes in its personnel, operation, or policies that may affect the Learning Experience.
5. To provide the assigned students, whenever possible, with use of study facilities and reasonable study and storage space.
6. To provide the assigned student with a copy of Facility's existing pertinent rules, regulations and policies with which the student is expected to comply.
7. To evaluate the performance of the assigned student on a regular basis as agreed upon with Educational Institution using the evaluation form developed by the Educational Institution (the completed evaluation will be forwarded to the Educational Institution within one (1) week following conclusion of the student's Learning Experience).
8. To advise the Educational Institution by mid-assignment of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the Learning Experience.
9. To have the right to terminate immediately any student whose health, behavior or performance is a detriment to patient well-being, Facility, or to achievement of the stated objectives of the Learning Experience, or is otherwise not in the best interest to Facility for the student(s) to continue in the Learning Experience, with contemporaneous or subsequent communication to the Educational Institution as the situation warrants.
10. To support continuing education and professional growth and development of those staff who are responsible for student supervision.

Additional Terms of Agreement:

1. This Agreement shall be effective when executed by both parties, and unless terminated sooner as provided herein, it shall remain in effect for a period of one (1) year. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notice of intent not to renew to the other party at least thirty (30) days prior to the end of the then-current term.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all previous agreements and understandings, either oral or

written. This Agreement may only be modified in writing and signed by authorized representatives of both parties.

3. This Agreement may be terminated under any of the following conditions:

- i. by either party with or without cause at any time upon thirty (30) days prior written notice to the other party; provided, however, that such termination shall not be effective with respect to any student who is participating in a Learning Experience at Facility on the date of such notice, until the end of the student's Learning Experience as previously scheduled; or
- ii. by both parties at any time with mutual written agreement; or
- iii. by either party immediately upon any breach of the Agreement by the other party. If this Agreement is terminated pursuant to this paragraph, participation by the student in the current Learning Experience shall immediately cease.

4. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

5. If any provision is held invalid, illegal or unenforceable with respect to particular circumstances, the Agreement shall nevertheless remain in full force and effect in all other circumstances.

6. Waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of violation hereof.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties acknowledge, understand and agree that the exclusive venue for any disputes pursuant to this Agreement shall be proper within the jurisdiction of the Superior Court of Santa Rosa County, Florida. The parties hereby waive any and all objections that they may otherwise have (or may raise) to venue and jurisdiction within the State of Florida. The prevailing party in any action to enforce rights or obligations under this Agreement shall be entitled to recover its costs and expenses from the other party, including reasonable attorney's fees.

8. Facility reserves the right to cancel students' assignments should it become necessary to implement a Facility Disaster Plan or as otherwise deemed necessary by Facility for the protection of its patients or otherwise.

9. Facility, its affiliates, their respective officers, trustees, employees, agents, and physicians on its medical staff do not assume liability for any death, injuries, or damage to the students.

10. Facility and Educational Institution understand and agree that the Educational Institution and the students enrolled in the Learning Experience pursuant to this Agreement are at all times independent contractors of Facility and are not agents, representatives or employees of

Facility. As independent contractors, the Educational Institution and students are responsible for their own actions and Facility shall not be liable for the acts or omissions of the Educational Institution or its employees, agents, or students.

11. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other persons or entities.

12. Whenever any notice, demand, or consent is required or permitted under this Agreement, such notice, demand, or consent shall be in writing and shall be deemed sufficiently given:

- i. three (3) days after deposit in the US mail if mailed by registered or certified mail, return receipt requested, postage prepaid; or
- ii. on the day delivered if sent by recognized overnight courier service to the following addresses:

Educational Institution Address:

Locklin Technical Center
5330 Berryhill Rd
Milton, FL 32570

Facility Address:

University Hills Health & Rehab
10040 Hillview Drive
Pensacola, FL 32514

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal, by and through their duly authorized representatives, as of the day and year first above written.

Educational Institution: Locklin Tech

By: _____

Title: _____

Date: _____

Facility: University Hills Health & Rehab

By: Ronald C. Enfinger

Title: Executive Director

Date: 12-31-13

Addendum Contract Terms and Conditions to Affiliation Agreement

School Board of Santa Rosa County a/k/a Locklin Technical Center (Hereinafter referred to as "Educational Institution") and 10040 Hillview Road Operations, LLC d/b/a University Hills Health and Rehabilitation (Hereinafter referred to as "Facility") hereby agree that the provisions below will be added and incorporated to the Affiliation Agreement, dated October 2, 2013 (the "Agreement"). This Addendum shall be attached thereto. If any of the provisions in the Addendum conflict with any of the provisions in the Agreement, the Addendum will control and trump the provisions in the Agreement.

Provision 12 of "The Educational Institution and Facility mutually agree" section is hereby deleted in its entirety and replaced with the following:

12. Background Checks and 10 Panel Urine Drug Screen. Educational Institution represents that each participating student will have undergone an AHCA Level 2 Background Check and a 10 Panel Urine Drug Screen and prior to entering Facility and participating in the Learning Experience. The parties acknowledge and agree that the foregoing is a material condition of participation under this Agreement. Facility must receive proof of clearance for both the AHCA Level 2 Background Check and a 10 Panel Urine Drug Screen for each and every participating student prior to entering the Facility. The Educational Institution is solely responsible for ensuring the above. Further, the Educational Institution indemnifies and holds harmless the Facility against all claims, losses and damages arising from or relating to the inaccuracy or falsity of any of the Educational Institution's representations regarding student eligibility pursuant to the AHCA Level 2 requirements.

The following is hereby added to Provision 6 of "Facility agrees" section:

Facility shall require each student to sign a Protected Health Information, Confidentiality, and Security Agreement in the form attached hereto as **Exhibit A**, and each original will be kept in Facility's records. Student and College shall be entitled to a copy.

Provision 3(i) of "Additional Terms of Agreement" section is hereby deleted in its entirety and replaced with the following:

3(i) by either party with or without cause at any time upon thirty (30) days prior written notice to the other party; provided, however, that such termination shall not be effective with respect to any student who is participating in the Learning Experience at Facility on the date of such notice and shall be permitted to complete the Learning Experience as previously scheduled, provided that all parties hereto continue to be bound and adhere to all the terms and conditions of this Agreement.

Provision 8 of "Additional Terms of Agreement" section is hereby deleted in its entirety and replaced with the following:

8. Facility reserves the right to cancel the Learning Experience immediately should it become necessary to implement a Facility Disaster Plan. In such case, any currently participating students in the Learning Experience will not be permitted to continue and any continuation of the Learning Experience after any disaster shall be upon mutual agreement between the parties at said time.

The following provisions are hereby added to "Additional Terms of Agreement" section:

13. Status of Parties. Facility and Educational Institution are independent contractors, not employer and employee. The Facility will not manage nor are they responsible for the management of any Educational Institution employee. This Agreement shall not create a joint venture, partnership or other joint business relationship.

14. Confidential Information; HIPAA. Educational Institution shall not, at any time during the term of this Agreement and thereafter, except with the written consent of Facility, disclose any confidential patient information or confidential information relating to Facility's operations to any person. Educational Institution and Facility agree to comply with the provisions of The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as well as comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations if, and to the extent applicable. The parties acknowledge that from time to time, HIPAA or other regulations may require an amendment or modification to the Agreement for compliance purposes, and agree that they will work to promptly effectuate any such required amendment or modification.

15. Elder Justice Act. The Educational Institution agrees to comply with Section 6703(b)(3) of the Affordable Care Act, Section 1150B and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the Educational Institution agrees to report reasonable suspicions of a crime to the Facility's Nursing Home Administrator and/or self-report the suspicion of a crime to the appropriate governing body and local law enforcement. Educational Institution will not be retaliated against for reporting suspicion of a crime. The Educational Institution is solely responsible for ensuring that a suspicion of a crime is reported to the Administrator. Further, the Educational Institution indemnifies and holds harmless the Facility against all claims, losses and damages arising from or relating to the failure to report a suspicion of a crime pursuant to 1150B of the Affordable Care Act.

16. Laws of Agreement and Venue. The laws of the State of Florida shall govern the interpretation, construction and legal effect of the Agreement and any proceeding, including litigation, arising between the parties in any manner related to this agreement shall be held in Florida.

17. Enforceability/Severance. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in any other jurisdiction.

18. Indemnification. Each of Facility and College hereby agree to indemnify and hold the other harmless against any and all claims, demands, causes of action, losses, suits, damages, fines, penalties, liabilities, costs and expenses (including reasonable attorneys' fees) which are asserted or may result against the indemnified party as a consequence of any malfeasance, neglect, fraud, negligence, medical malpractice, professional liability claims, general liability claims, or intentional acts or omissions arising out of the indemnifying party's performance or undertaking of its responsibilities under this Agreement to the extent caused by the indemnifying party, its officers and directors, shareholders, employees, agents, consultants, subcontractors, or representatives. This provision shall survive the termination of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written (including a previous Affiliation Agreement dated October 23, 2012), between the parties with respect to the subject matter hereof.

Locklin Technical Center

10040 Hillview Road Operations, LLC

Authorized Signature Date

Renita C Enfinger / 12-31-13
Authorized Signature Date

Name & Title

Renita C Enfinger Executive
Name & Title Director

Commencement Date _____

EXHIBIT A

Protected Health Information, Confidentiality, and Security Agreement

1. Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is written, electronic, or verbal format. PHI is individually identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
2. Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
3. Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.

Initial each to accept the Policy

Initial

Policy

_____	It is the policy of the Educational Institution and Facility to keep PHI confidential and secure;
_____	Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity;
_____	Whether at the Educational Institution or at the clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear;
_____	Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with Facility policies;
_____	Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients;
_____	Students and faculty agree to follow Facility privacy policies; and
_____	Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Facility.

Elder Justice Act. The program participant agrees to comply with Section 6703(b)(3) of the Affordable Care Act, Section 1150B and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the program participant agrees to report reasonable suspicions of a crime to the Facility's Nursing Home Administrator and/or self-report the suspicion of a crime to AHCA and local law enforcement. Program participant will not be retaliated against for reporting suspicion of a crime. The program participant is solely responsible for ensuring that a suspicion of a crime is reported to the Administrator. Further, the program participant indemnifies and holds harmless Facility against all claims, losses and damages arising from or relating to the failure to report a suspicion of a crime pursuant to 1150B of the Affordable Care Act.

I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential. I understand that failure to comply with these policies will result in disciplinary actions. I further understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Student/Faculty/Staff

Date

Print Name: _____

Signature of Parent or Legal Guardian

Date

If program participant is under 18

Print Name: _____

BUSINESS ASSOCIATE AGREEMENT

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

This Business Associate Agreement ("Agreement") is made effective the _____ day of November, 2013 ("Effective Date"), by and between 10040 Hillview Road Operations, LLC d/b/a University Hills Health and Rehabilitation, the Covered Entity ("CE") located at 10040 Hillview Road, Pensacola, FL 32514 and School Board of Santa Rosa County a/k/a Locklin Technical Center, the Business Associate ("BA") located at 5330 Berryhill Road, Milton, FL 32570.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule. In the event of a conflict between the definitions in this Agreement and the definitions in the Privacy Rule and the Security Rule, the definitions in the Privacy Rule and the Security Rule shall be applied.

Availability means that data or information is accessible and useable upon demand by an authorized person.

BA "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, as referenced above.

CE "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, as referenced above.

Confidentiality means that data or information is not made available or disclosed to unauthorized persons or processes.

Data Aggregation means, with respect to PHI created or received by an BA in its capacity as a business associate of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Disclose or Disclosure means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Integrity means that data or information has not been altered or destroyed in an unauthorized manner.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 164, Subparts A and E, as amended by HITECH.

Protected Health Information ("PHI") has the same meaning as this term has in 45 CFR 160.103 (as amended by the HITECH Act), limited to the information created or received by BA from or on behalf of CE. It includes PHI that is transmitted by or maintained in any electronic media known as Electronic Protected Health Information.

Required By Law means a mandate contained in the law that compels a covered entity to make a use or disclosure of PHI and that it is enforceable in a court of law.

Secretary means the Secretary of the Department of Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved has been delegated.

Security Incident means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of PHI or interference with information system operations that contains PHI.

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR 160 and 164, Subparts A and C.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Nondisclosure. BA shall not Use or Disclose CE's PHI otherwise than as permitted or required by this Agreement or as Required By Law.
2. Minimum Necessary. BA shall Use or further Disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE.
3. Safeguards. BA will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of PHI that BA creates, receives, maintains, or transmits on CE's behalf as required by the Security Rule and comply with Subpart C of 45 CFR 164 with respect to electronic protected health information, to prevent Use or Disclosure of PHI other than as provided for by this Agreement.
4. Reporting of Unauthorized Disclosures. BA shall report to CE any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware.
5. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a Use or Disclosure of PHI by BA in violation of the requirements of this Agreement.
6. BA's Agents and Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii), 164.308(b)(2) and 164.314(a), if applicable, BA shall ensure that any agents, including subcontractors, that create, receive, maintain, or transmit PHI on behalf of BA, agree to the same restrictions and conditions that apply to BA through this Agreement with respect to such PHI. BA may Disclose PHI to those of its agents and subcontractors who have been previously approved by CE, have executed an agreement containing a provision substantially conforming to the Confidentiality and other related terms of this Agreement and who reasonably need to know such information in order to perform obligations under this Agreement and, in such case, only the minimum amount of such PHI as is necessary. BA shall make such agreements with its agents and subcontractors available upon request of CE. The acts or omissions of BA's agent and/or subcontractors shall be deemed the acts and omissions of BA.
7. Access to PHI. BA shall provide access, at the request of CE, and in the time and manner designated by CE, to PHI to CE or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR 164.524. This provision applies only to PHI received or created by BA pursuant to this Agreement, if BA possesses such PHI.
8. Documentation of Disclosures. BA shall document such Disclosure of PHI and information related to such Disclosure as would be required for CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

9. Accounting of Disclosures. BA shall provide to CE or an Individual, in time and manner designated by CE, information collected by BA, to permit CE to respond to a request by an Individual for an accounting of Disclosure of PHI in accordance with 45 CFR 164.528.

10. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision applies only to PHI received or created by BA pursuant to this Agreement, if BA possesses such PHI.

11. Internal Practices. BA shall make its internal practices, books and records relating to the Use and Disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE's compliance with HIPAA.

12. HITECH. BA acknowledges that, as a business associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including 45 CFR 164.308, 164.310, 164.312 and 164.316.

13. Privacy of Individually Identifiable Health Information. To the extent the BA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, BA shall comply with the requirements of Subpart E that apply to CE in the performance of such obligation(s).

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, BA may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of CE, provided such Use or Disclosure would not violate the Privacy Rule if done by the CE. BA may also Use or Disclose PHI as Required By Law. BA may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR 164 if done by CE, except for the specific uses and disclosures set forth below in Section III (2), (3), (4) and (5).

2. Use for Management and Administration. Except as otherwise limited in this Agreement, BA may Use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA in compliance with 45 CFR 164.504(e)(4)(ii).

3. Disclosure for Management and Administration. Except as otherwise limited in this Agreement, BA may Disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:

a. Disclosures are Required By Law; or

b. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and

c. The person notifies the BA of any instances of which it is aware in which the Confidentiality of the information has been breached.

4. Data Aggregation. Except as otherwise limited in this Agreement, BA may Use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE as permitted by 45 CFR 164.504(e)(2)(i)(B).

5. Other Permitted Uses. Except as otherwise limited in this Agreement, BA may Use or Disclose PHI for the limited purposes provided for in any other current and future contracts between the BA and CE, so long as that use does not violate HIPAA. Should any limited purposes of the Use or Disclosure of PHI, in any current or future

contract between the BA and CE, be more restrictive than the permitted Use and Disclosure of this Agreement, then the more restrictive language contained in such contract shall apply.

6. Report Violations of Law. Except as otherwise limited in this Agreement, BA may Use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR 164.502(j)(1).

IV. OBLIGATIONS OF COVERED ENTITY

1. Notice of Privacy Practices. Upon request, CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

2. Changes in Permission. CE shall notify BA of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect BA's Use or Disclosure of PHI.

3. Notification of Restrictions. CE shall notify BA of any restriction to the Use or Disclosure of PHI that CE has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BA's Use or Disclosure of PHI.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

1. Requests by Covered Entity. CE shall not request BA to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR 164 if done by CE, unless BA is to Use or Disclose PHI for data aggregation or management and administration and legal responsibilities of the BA.

2. Audits, Inspection and Enforcement. From time to time upon reasonable notice, CE may inspect the facilities, systems, books and records of BA to monitor compliance with this Agreement. BA shall promptly remedy any violation of any term of this Agreement and shall certify the same to CE in writing. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection.

VI. TERM AND TERMINATION

1. Term. The Term of this Agreement shall be effective as of the Effective Date and shall remain in effect as long as BA or any of BA's agents and/or subcontractors retains CE's PHI or on the date CE terminates for cause as authorized in Section VI(2).

2. Termination for Cause. Upon CE's knowledge of a material breach by BA or any of BA's agents and/or subcontractors, CE shall either:

a. Give written notice of such breach and provide a reasonable time period for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Agreement; or,

b. immediately terminate this Agreement if cure is not possible; or,

c. report the violation to the Secretary if neither cure of the breach nor termination of this Agreement are feasible.

3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, BA shall return to CE or, if agreed to by CE, destroy all PHI received from CE, or created, maintained, or received by BA on behalf of CE, that the BA and/or its agents and subcontractors, still maintains in any form. BA and/or its agents and subcontractors shall retain no copies of the PHI.

VII. INDEMNIFICATION

BA shall indemnify and hold CE harmless from and against all claims, damages, liabilities, judgments, fines, assessments, penalties, awards, or other expenses of any kind or nature whatsoever, including without limitation, attorney's fees, costs, and expenses relating to or arising out of any breach or alleged breach of this Agreement or Disclosure of PHI in violation of applicable law or regulation.

VIII. MISCELLANEOUS

1. Amendment. Both BA and CE agree to take such action as is necessary to amend this Agreement from time to time for CE to comply with the requirements of HIPAA and any other applicable law.
2. Survival. The respective rights and obligations of BA under Section VI(3) and VII of this Agreement shall survive the termination of this Agreement.
3. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and applicable state laws. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CE to comply with HIPAA and applicable state laws.
4. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees, based upon claimed violation of the Security Rule and/or the Privacy Rule, except where BA or its subcontractor, employee or agent is a named adverse party.
5. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE or BA, any rights, remedies, obligations, or liabilities whatsoever.
6. Notices. Any notice or other communication required to be provided by or to either party herein shall be in writing and may be delivered by (i) a nationally recognized courier/overnight delivery service, or (ii) by certified mail with return receipt requested. If notices are delivered by courier/overnight delivery, it will be deemed delivered as of the next business day. If notices are delivered by certified mail, it will be deemed delivered three (3) days from the date of mailing. Notices may be sent to the address set forth in the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

Ranita C Enfinger

Print Name: _____

Ranita C Enfinger

Title: Executive Director

Date: _____

12-31-13

By: _____

Print Name: _____

Title: _____

Date: _____