




EXHIBIT "H"

OFFICE OF THE PRESIDENT

Item 5.3.7

PRESENT TO BOARD: DECEMBER 7, 2022

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: AFFILIATION AGREEMENT – THE OAKS LLC DBA OAKS AT AVON

Approval is requested to **renew** the affiliation agreement between The Oaks LLC dba Oaks at Avon and South Florida State College for the purpose of making the clinical facilities available to the College's Health Sciences program.

SUGGESTED MOTION:
Move to approve the renewal of the agreement between The Oaks LLC dba Oaks at Avon and South Florida State College as presented.

**AGREEMENT FOR EDUCATION SERVICES
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND FL-THE OAKS LLC DBA OAKS AT AVON**

This Agreement is made and entered into this 13th day of October, 2022, between South Florida State College, 600 West College Drive, Avon Park, Florida 33825 (hereinafter referred to as the "College"), and FL-The Oaks LLC DBA Oaks at Avon Park, 1010 US-27, Avon Park, FL 33825 (hereinafter referred to as the "Agency").

Responsibilities of the Agency:

1. Make the clinical facilities available to the College's Health Sciences program faculty and students during the daily hours as coordinated by the two involved parties at no charge to the College.
2. Retain ultimate responsibility for total patient care. Students and faculty will provide services as indicated by the patient plan of care and standing hospital procedures.
3. Invite the College faculty to Staff Education meetings when, in the interest of mutual benefit, such attendance is desirable or indicated.
4. Where program accreditation permits, the Agency agrees to provide supervision of the College's students. The instructor will make arrangements in advance with the Agency's supervisor, designate a person to serve for Agency as liaison (hereinafter the "Agency Liaison") and provide College, in writing, the name and professional and academic credentials of the person proposed as Agency Liaison prior to the start of the educational experience(s).
5. Provide to the faculty and students Agency policies and procedures including code, and fire and safety procedures. Provide the students with an appropriate orientation of Agency's policies and procedures.
6. Notify College, in writing, of any student whose work or conduct with clients, patients or personnel is not, in the opinion of Agency, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care of Agency's operation. Agency should immediately contact the program director as noted in Appendix A, if a situation requires that a student be removed from the premises for posing an immediate threat or danger to personnel or to the quality of medical services. In such event, said student's participation in the program at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of Agency and College.

Responsibilities of the College:

1. Assume full responsibility for the didactic portion of the educational program, including administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion, and graduation.
2. Credential qualified faculty for teaching and guidance of students assigned to the Agency for clinical experience.
3. Assign only those students who have satisfactorily completed those portions of College curricula that are a prerequisite to program participation. College will be responsible for planning the schedule of student assignments in cooperation with the Agency as well as other educational programs utilizing the Agency. Individual patient assignments will be made by the program faculty in consultation with the professional staff of the unit. The College will notify the Agency well in advance of its planned schedule of student assignments to clinical areas, including the dates, hours, number and name of students and instructors and type of experiences requested.
4. Withdraw any student from the area when the student is unacceptable to the Agency or College for reasons of health, substandard performance or other reasonable cause.
5. Maintain all records and reports on students in their clinical experiences.
6. Assume responsibility for students complying with all the rules and regulations of the Agency insofar as they may pertain to the activities of both while in the Agency.
7. Be responsible for any liability claims that arise from care provided to patients by students.
8. Work with Agency personnel to determine when it would not be necessary to adding a faculty to each service area because advanced students are assigned. In all such instances students shall have had prior training and some experience before these assignments.
9. Respect the confidential nature of all information which may come to the faculty and/or students with regard to the patients and/or the Agency since they have access to records. College will enforce compliance of HIPAA regulations.
10. Invite Agency representatives to meetings of the faculty when such meetings would be of benefit to both parties.
11. Provide, upon request, a copy of a student health record to the Agency.

12. Report illness or injury of any student immediately to the appropriate designated affiliating Agency's supervisor and the College's Dean, Health Sciences, or program manager as listed in Appendix A. A detailed report of any accident will be made on the official accident form of the College and on the official incident/accident form of the Agency, when and where required. Such forms shall be completed within a reasonable period of time as required by the Agency and the College. Faculty and students are responsible for their own health, accident or injury while on the Agency premises and for any expense incurred.
13. The College warrants that students, assigned to the Agency pursuant to this Agreement will be covered by an insurance liability policy with limits of not less than \$1 million for each occurrence and \$3 million in the aggregate annually, covering them for any losses, claims, injuries, demands, damages, judgments or other liability arising out of any acts or omissions of the college employees or its students, while engaged in the activities contemplated in the Agreement. The College shall furnish certificates of insurance as evidence of such coverage to the Agency and shall give the Agency 15 days written notice prior to the cancellation, reduction, or termination of any such coverage.
14. The College is an agency of the State of Florida or a subdivision of a subdivision of the State of Florida, and its faculty members or employees are protected against liability claims as described in section 768.28, Florida Statutes. The College during the term of this Agreement warrants that it, and its faculty members and employees shall be covered by a general liability insurance program created pursuant to the authority of section 1004.24, Florida Statutes.
15. Provide the Agency with a list of services the student is required to perform; as well as criteria for completion of each service.

Both parties agree that:

1. Special limitations, services, and policies to this Agreement may be made from time to time by mutual consent of both parties. A dated memorandum specifying such modifications or an addendum shall be executed, signed by both parties' chief administrators, and the aforementioned memorandum shall be attached and become a part of all official conditions of this Agreement.
2. The College will be liable for property damage and/or bodily injury pursuant to this Agreement and which occur as a direct result of negligence of the College, its agents, or employees. The College is self-insured through the Florida Community College Risk Management Consortium as a state agency, and liability is therefore limited to sovereign immunity limits of \$200,000 per person, \$300,000 per occurrence in accordance with Florida Statutes 768.28.

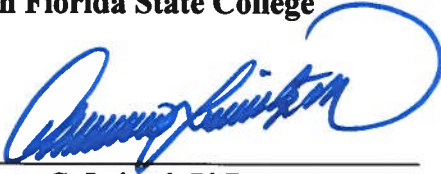
3. Each party shall hold the other harmless for claims involving actions or services provided by its employees, patients, faculty, and students.

Term and Termination:

1. This Agreement shall be effective from the date of execution and shall continue in effect from year to year unless this Agreement is terminated or changed as provided in subparagraphs 2., 3., or 4. following.
2. In the event either of the parties hereto shall breach or be in default of any of the terms and covenants of this Agreement, then this Agreement may be terminated for cause upon written notice to the defaulting party. If such default is subject to remedy or correction, the aggrieved party may notify the defaulting party to correct such default or breach within a period of ten (10) days and, if such default or breach is not corrected or cured within such ten (10) day period, then the Agreement shall be terminated. If the breach or default is not subject to correction or cure, then the termination shall take effect immediately upon receipt of such notice of termination by the defaulting party.
3. Should the Agency require termination of the affiliation agreement, three (3) months notice must be given to assure currently enrolled students will be provided the opportunity to complete the clinical component of the program.
4. Notwithstanding the provisions of subparagraph 2. above, the Agency shall have the right to terminate this Agreement immediately upon written notice to the College if the College shall commit an act or omit to take any action that in the good faith belief of the Agency jeopardized patient health or safety.
5. In the event either of the parties wish to terminate or change this Agreement for any reason other than as set forth in subparagraph 2. or 3. above, then the party wishing to terminate or change shall give the other party at least thirty (30) days written notice of said termination or change. Either party may terminate pursuant to this thirty (30) day notice procedure for any reason, with or without cause, provided that students currently enrolled in the program shall be permitted to complete the clinical rotation for the respective term. Any proposed changes must be agreed upon in writing by both parties.

By signing this Agreement, both parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations (including HIPAA) and/or guidelines relating to nondiscrimination, privacy rights of participants, maintenance of records and other confidential information.

South Florida State College



Thomas C. Leitzel, PhD
President

Date: 12-8-22

**FL-The Oaks LLC
DBA Oaks at Avon**

Agency Administrator

Date: _____

Kathleen M. Cappo, PhD, RN, CNE
Interim Dean, Health Sciences

Date: _____

**APPENDIX A
ACADEMIC INSTITUTION'S PROGRAMS
AND CONTACT PERSON**

Program: Health Services Management

Contact: Dr. Kathleen Cappo

Phone #: 863-784-7227

Email: healthsciences@southflorida.edu

Program: Medical Assisting

Contact: Cynthia Kinser

Phone #: 863-784-7325

Email: kinserc@southflorida.edu

Program: Nursing

Contact: Mary von Merveldt

Phone #: 863-784-7428

Email: vonmervm@southflorida.edu

Business Associate Agreement
(Addendum to General contract)

This Business Associate Agreement between **FI - The Oaks LLC DBA Oaks at Avon Park and South Florida State College**, serves to clarify, and limit, as appropriate, the permissible uses and disclosures of Protected Health Information (PHI). A Business Associate may use or disclose Protected Health Information only as permitted or required by this Business Associates Agreement, or as required by law.

The Business Associate is directly liable under the HIPAA Rules, and subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by it's contract or required by law.

Further the Business Associate is directly liable and subject to civil penalties for failing to safeguard Electronic Protected Health Information (e-PHI).

Definitions

- (a) **Business Associate**. As defined at 45CFR 160.103 a Business Associate is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the Business Associate to Protected Health Information (PHI). Business Associate in reference to the party of this agreement shall mean **South Florida State College**

Covered Entity. As defined at 45 CFR 160.103 the Covered Entity is an entity required to comply with the HIPAA Administrative simplification provisions, to include Healthcare Providers. Covered Entity in reference to the party of this agreement shall mean **FI - The Oaks LLC DBA Oaks at Avon Park**.

- (b) **Healthcare Provider**.
- A provider of services as defined in section 1861(u) of the PHS Act, 42 USC § 1395x(u), including, for example, a hospital;
 - A provider of medical or health services as defined in section 1861(s) of the PHS Act, 42 USC § 1395x(s), for example a physician; and
 - Any other person or organization who furnishes, bills, or pays, or is paid for health care in the normal course of business.
- (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 PHI other than as permitted or required by the Agreement, or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C f 45 CFR Part 164 with respect to e-PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

- (c) Notify the covered entity within 14 days of any use or disclosure of PHI not provided for by the 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;
- (d) Business Associate will handle breach notification to individuals, the Office for Civil Rights (OCR) and, should it be necessary, the media, on behalf of the Covered Entity.
- (e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, maintain, or transmit PHI 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;
- (f) Make available PHI in designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.524;
- (g) Should the Business Associate receive a legally authorized request for PHI disclosure directly from the resident, or the legally responsible party, the Business Associate will forward the requested information to the requestor within the statutory required timeframe, and notify the Covered Entity of the disclosure;
- (h) Make any amendment(s) to PHI 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 obligations under 45 CFR 164.526;
- (i) Should the Business Associate receive a legally authorized request for the amendment of PHI from the resident, or the legally responsible party, directly the Business Associate will make such amendment as is legally requested within ten business days, and notify both the requestor and the Covered Entity of the amendment;
- (j) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity and/or the individual legally authorized requestor, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (k) To the extent that the Business Associate is to carry out one or more of the covered entity's obligation(s) under Sub-Part E of 45 CFR Part 164, comply with the requirements of Sub-Part E that apply to the Covered Entity in the performance of such obligation(s); and
- (l) Make it's 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 PHI as necessary to perform the services set forth in Service Agreement;
- (b) The Business Associate is not authorized to de-identify the PHI in accordance with 45 CFR 164.514(a)-(c) without first discussing usage with the Covered Entity. Following such discussion Business Entity shall follow it's policy governing the de-identification of the information, and the permitted uses and disclosures by the Business Associate of the de-identified information;
- (c) Business Associate may use or disclose PHI as required by law;
- (d) Business Associate agrees to make uses and disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures

- (e) Business Associate may not use or disclose PHI in a manner that would violate Sub-Part E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures as set forth below:
- (f) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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

Covered Entity 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 PHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Sub-Part E of 45 CFR Part 164 if done by Covered Entity, except the use by the Business Associate for data aggregation, or management and administration and legal responsibilities of the Business Associate.

Terms and Termination

- (a) Terms. The Terms of this Agreement shall be effective on the effective date of the Underlying Agreement and shall terminate on effective termination date of the Underlying Agreement, 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 30 days from the breach occurring.
- (c) Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to the Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Sub-part C of 45 CFR Part 164 with respect to e-PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above under "**Permitted Uses and Disclosures of PHI by Business Associate**", which applied prior to termination; and

5. Return to the Covered Entity or, if agreed to by the Covered Entity, destroy, the PHI retained by Business Associate when it is no longer need 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 HIPAA Rules.

Business Associate: _____ Date: _____
Signature Name/Title

Facility Rep: _____ Date: _____
Signature Name/Title