

HEALTH CARE AGENCY AFFILIATION AGREEMENT

AGREEMENT entered into this 20 day of Jan., 2012, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and **MARION COUNTY BOARD OF COUNTY COMMISSIONERS (Marion County Fire-Rescue)**, hereinafter referred to as the HEALTH CARE AGENCY.

WITNESSETH:

WHEREAS, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

WHEREAS, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the COLLEGE student shall be the only objective of the program. The HEALTH CARE AGENCY retains responsibility for the patient's/client's care.
2. Both parties agree not to discriminate against any student in any manner whatsoever on account of race, color, religion, gender, age, marital status, national origin, or disability provided that such disability does not prevent satisfactory performance.
3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as determined by mutual consultation and, as practical, to make facilities available to the COLLEGE at no charge in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.
4. The HEALTH CARE AGENCY agrees to provide within its facilities adequate education space and the use of ancillary facilities as well as all necessary utilities for those facilities, the selection of the facilities to be subject to the prior approval of the COLLEGE.
5. The HEALTH CARE AGENCY agrees to make available emergency room treatment, when such facilities exist, for injuries incurred by students while in the HEALTH CARE AGENCY for clinical experience. Treatment will be at student's expense.
6. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.

7. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
8. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable to either the HEALTH CARE AGENCY or to the COLLEGE for reasons of health, performance or any other reasonable and legally permissible cause, shall be withdrawn from the HEALTH CARE AGENCY.
9. All services rendered by students under this agreement for the HEALTH CARE AGENCY, employees and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experiences. Neither students nor COLLEGE employees shall be considered to be agents or employees of the HEALTH CARE AGENCY.
10. The COLLEGE will require students to secure professional liability insurance coverage in the amount of \$2,000,000/\$5,000,000 per year. The COLLEGE shall provide, upon request, HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.
12. The HEALTH CARE AGENCY will recommend, subject to COLLEGE approval, certain agency employees to serve as clinical preceptors and assist students as requested by the COLLEGE. The COLLEGE Program Director will advise the clinical preceptors regarding course content, objectives, student evaluation criteria and procedures. Clinical preceptors will collaborate with the Program Director in regard to student supervision during the course of the program.
13. The terms of this agreement shall be for the period January 1, 2012, through December 31, 2012, and shall automatically renew each year thereafter except that either party may terminate this agreement by giving sixty (60) days written notice (registered mail) to the other party.
14. The person executing this contract on behalf of the HEALTH CARE AGENCY specifically warrants and represents to the COLLEGE that the person executing this agreement has authority to do so and to legally bind the HEALTH CARE AGENCY in regard to this agreement.
15. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
16. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement or any such amendment, supplement, waiver or modification is sought.

23. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
24. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
25. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
26. CONFIDENTIALITY
 - a). The parties each acknowledge that they are familiar with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) generally and, more specifically, with the HIPAA provisions regarding protected health information (PHI) and the privacy rule.
 - b). Although HIPAA excludes volunteers and trainees from the definition of a “business associate”, by expressly including them in the definition of a health care provider’s “workforce,” the parties intend that PHI be protected by College of Central Florida (CF) faculty and students.
 - c). CF agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in a clinical experience with HEALTH CARE AGENCY (HCA).
 - d). CF agrees to maintain the confidentiality of any PHI provided to it by HCA in accordance with all applicable Federal, State and local laws and regulations.
 - e). CF represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program that is the subject of the clinical agreement, and HCA relies upon such representation and warranty in providing the PHI.
 - f). CF represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by HCA.
 - g). CF represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or any element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the instructional/clinical program.
 - h). CF agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from HCA, and to prevent individuals not involved in the instructional/clinical program from using or accessing the PHI.
 - i). CF agrees that it will immediately report to HCA any use or disclosure of PHI received from HCA that is not authorized by or otherwise constitutes a violation of this Agreement.

- j) If it becomes necessary for CF to share PHI that has been disclosed to it by HCA with any person or any entity who is not an employee of HCA, then CF agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which HCA is subject under this Agreement with respect to the PHI.
- k) CF understands that HCA is subject to state and federal laws governing the confidentiality of the PHI. CF agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of HCA.

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

Tracy Dobbins
 FIRST WITNESS' SIGNATURE

Tracy Dobbins
 FIRST WITNESS' PRINTED NAME

Lana Lutz
 SECOND WITNESS' SIGNATURE

Lana Lutz
 SECOND WITNESS' PRINTED NAME

COLLEGE OF CENTRAL FLORIDA

By: [Signature]
 James D. Henningsen, President

Date: 1/30/12

MARION COUNTY BOARD OF COUNTY COMMISSIONERS (Marion County Fire-Rescue)

Approved as to Form and Legality:

[Signature]
 Matthew Minter, County Attorney

By: [Signature]
 SIGNATURE

Lee Niblock
 PRINTED NAME

Title County Administrator

Date: 1/20/12