



## YOUTH & FAMILY SERVICES DIVISION

Tracy Salem, *Division Manager*

1718 East Michigan Street • Orlando, Florida 32806-4935  
407-836-7645

December 27, 2017

**TO:** Mayor Teresa Jacobs  
And  
Board of County Commissioners

**THRU:** Lonnie C. Bell, Jr., Director  
Family Services Department

**FROM:** Tracy Salem, Manager  
Youth and Family Services Division

**CONTACT:** Keith Yannessa, Sr. Contract Administrator  
407.836.6521

**Re:** Approval of the Affiliation Agreement between Rollins College and  
Orange County, Florida.  
January 9, 2018 Consent Agenda

Administration  
& Support  
407-836-7432

Community  
Relations  
407-836-8938

Family Services  
407-836-6500

Great Oaks Village  
407-836-7665

Youth Services  
407-897-6370

Rollins College and Orange County, Florida are seeking to enter into an Affiliation Agreement to provide internship and practicum opportunities to Rollins College students through the programs of Youth and Family Services Division.

**ACTION REQUESTED:** Approval and execution of 1) Affiliation Agreement between Rollins College and Orange County, Florida Agreement #Y17-341 from the period of January 9, 2018 through January 8, 2019; 2) Orange County, Florida and Rollins College Addendum to Contract No. Y17-341 related to Business Associate Assurance of Compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy, Breach, and Security Rules and the Florida Information Protection Act (FIPA) and; 3) authorization for the County Mayor or designee to approve any amendments to the agreement.



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cc: Randy Singh, Assistant County Administrator  
Yolanda Brown, Fiscal Manager, Family Services Department  
Richard Radin, Sr. Program Manager, Youth and Family Services Division  
Diana Mendez, Medical and Mental Health Services Administrator, Youth  
and Family Service Division

BCC Mtg. Date: January 9, 2018

**AFFILIATION AGREEMENT BETWEEN  
ROLLINS COLLEGE  
AND  
ORANGE COUNTY, FLORIDA**

**Agreement #Y17-341**

**THIS AFFILIATION AGREEMENT** ("Agreement") is entered into by and between the Rollins College, through its Board of Trustees ("College") and Orange County, Florida, a charter county and political subdivision of the State of Florida ("County").

**RECITALS**

**WHEREAS**, College provides a number of programs of specialized education in various fields of training, as more specifically listed in Exhibit "C", attached hereto and incorporated by reference (collectively referred to as "Programs"); and

**WHEREAS**, College desires that the students in the respective Programs obtain supervised field educational learning experiences in the various disciplines of study; and

**WHEREAS**, College has designated the County as a college approved setting for instruction in the identified Programs; and

**WHEREAS**, County has the appropriate facilities and personnel for students of the Programs to engage in supervised field educational learning experiences, and agrees to make those facilities and personnel available to College within County designated areas; and

**WHEREAS**, County and College desire to cooperate to establish and implement appropriate supervised field educational learning experiences for students of the Programs in a manner that is mutually beneficial to both College and County.

**NOW, THEREFORE**, in consideration of the mutual promises herein, College and County agree as follows:

**1. RECITALS.** The above recitals are true and correct and are incorporated herein as a material part of this Agreement by reference.

**2. RESPONSIBILITY OF COUNTY.** County shall:

- a) County shall comply with the code of ethics and professional standards of the related professional organizations for each specific Program.
- b) Provide the students with an appropriate orientation of County's policies and procedures.
- c) Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:
  - i. permitting the student to receive needed support, assistance and instruction;

- ii. making available to the student educational and practical activities under appropriate supervision; and
  - iii. permitting the student to participate in staff development and other training opportunities, as applicable.
- d) Provide the student with the resources necessary to carry out assigned educational and service tasks, including, but not limited to, the following:
    - i. space that is sufficiently private for carrying on independent work and activity;
    - ii. clerical service and supplies for records and reports produced for the County, as applicable;
    - iii. providing students with access to client and County records suitable to assigned tasks.
  - e) Provide qualified staff to serve as field instructors for the students, subject to approval by the College.
  - f) Designate a person to serve for County as liaison with College (hereinafter "Field Education Liaison").
  - g) Assure that the Field Education Liaison is advised of any policy and/or service changes and developments which may affect student learning or the College's curriculum.

**3. RESPONSIBILITIES OF COLLEGE.** College shall:

- a) Provide County, in writing, the names of the students assigned by College to participate in field educational experiences prior to its commencement.
- b) Assign only those students who have satisfactorily completed those portions of College curricula that are a prerequisite to participation in the field educational experience.
- c) Designate a member of College faculty (hereinafter "College Representative") to coordinate the educational experience of students participating in the field educational experiences with the Field Education Liaison, and provide County, in writing, the name of the College Representative. College shall notify County, in writing, of any change to the designated College Representative.
- d) Work cooperatively with the County in designing appropriate field educational experiences to meet the objectives each of the College's field education programs.
- e) Keep County informed about College activities and plans affecting each field education.
- f) Upon receipt of County's written notice of a student or College employee whose work or conduct with County's clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt County's operation, after which the College shall evaluate that student's conduct and take appropriate action.
- g) Require faculty, other College-employees and students who may have access to patient

records or other form information that may be covered under the Health Insurance Portability and Accountability Act ("HIPAA") to execute a Business Associate Agreement ("BAA"), attached hereto and incorporated by reference as Exhibit "A", prior to performing any services or training under this Agreement. A fully executed BAA will be required prior to participating in any Program activities associated with this Agreement.

- h) Ensure that students participating in the field educational experience at County obtain professional liability insurance through either a blanket policy secured by College or a policy secured by the student, before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate. Evidence of such insurance coverage shall be made available to the County prior to the student starting the field educational experience and the student shall not begin the field experience until the County has approved of the insurance documentation.
- i) Inform the participating students that they are required to:
  - i. Comply with the policies and procedures of County, including the BAA and the County's policies on confidentiality and disclosure of information;
  - ii. Comply with all applicable Florida and federal laws and regulations;
  - iii. Obtain prior written approval of both parties to this Agreement before publishing any material related to the field educational experience provided under the terms of this Agreement;
  - iv. Execute and abide by the BAA; and
  - v. Maintain individual personal health and accident insurance coverage for themselves for the entire period during which they participate in Program activities under this Agreement.

**4. PATIENT PRIVACY.** County and College affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information ("PHI") that was previously disclosed to that party under this Agreement and in accordance with the requirements set forth in the BAA.

**5. NOTICES.** All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States, certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to the applicable County Liaison and College Representative, as identified in Exhibits B and C respectively, and to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

As to COUNTY:      Orange County, Florida  
                         Attn: Manager, Procurement Division  
                         P.O. Box 1393  
                         Orlando, Florida 32802-1393

Copy to:              Orange County Administrator  
                         P.O. Box 1393  
                         Orlando, Florida 32802-1393

As to COLLEGE:    Rollins College  
                         Maria Martinez, Assistant Vice President HR and  
                         Risk Management  
                         1000 Holt Avenue, CB 2718  
                         Winter Park, FL 32789

6. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. College's students shall participate in the field educational experience for the sole purpose of fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, College's students are not to be considered employees or agents of either College or County for any purpose, including Worker's Compensation, employee benefits programs, or other form of compensation.
7. **INSURANCE** College shall procure and maintain, during the term of this Agreement and any renewal thereof, for student participants in assigned practicums to provide general and professional liability protection (either through the College's program or by individual coverage for each student with a limit of one million dollars (\$1,000,000) while they are engaged in activities pursuant to this Agreement. College shall submit certificates of protection to Facility evidencing such coverage at the time of the execution of this Agreement, and at any renewals thereafter. In the event College's students in the Program will not have patient contact, College shall not be required to procure and maintain any such policy or policies of liability coverage as described above.
8. **INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or neglect of the other party.

- 9. RECORDS MANAGEMENT.** College shall retain copies of all records associated with this Agreement for a period of five (5) years from the date of termination. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings. Should the College dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required herein, all such records shall be transferred to the County. College shall make available copies of all records associated with this Agreement for examination or inspection. College shall comply with all requests for public records associated with this Agreement in accordance with Florida's Public Records Law and other applicable State law requirements.
- 10. ASSIGNMENTS.** Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- 11. PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
- 12. COUNTERPARTS.** This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.
- 13. TERM OF AGREEMENT.** This Agreement shall remain in effect for one (1) year from the effective date and may be renewed for up to four (4) one-year renewals by mutual written consent of the parties. Either party may cancel this Agreement at any time, either with or without cause. The terminating party shall give the other party thirty (30) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the thirty (30) days' notice; EXCEPT THAT students enrolled in the field educational experience at the time of notice of termination, and who also remain compliant with the requirements set forth in section 3(i)i-v of this Agreement, shall be given the opportunity to complete the field education at County.
- 14. BACKGROUND SCREENING.** All College staff, employees, interns, guests, invitees, third party providers, and volunteers providing Services under this Agreement or otherwise present on the County's premises in the provision of services for vulnerable persons, who shall include:
- a) a person who has not attained the age of 18 years (Section 1.01, Florida Statutes, as may be amended); or
  - b) a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to mental, emotional, sensory, long-term physical or development disability or dysfunction, or brain damage, or the infirmities of age (Section 415.102(29), Florida Statutes, as may be amended) (collectively defined as "Vulnerable Persons").

Any individual providing services under or relating to this Agreement may be required to

complete a background screening in compliance with Section 435.04 (Level 2 screening standards), Florida Statutes. Such screening shall be conducted at the College's expense.

All individuals in positions (paid employment or volunteer) requiring Level 2 screenings shall be subject to – and must complete – such screenings prior to access, supervision, and/or direct care of any Vulnerable Person under this Agreement. Screenings shall include an initial Level 2 background screening with additional Level 2 background screening performed thereafter at five (5) year intervals.

Level 2 background screenings shall consist of an employment history check which shall include fingerprinting. Fingerprints shall be used to process the following screenings:

- a) Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
- b) Federal Criminal Records Check through the FBI; and
- c) May include Local Criminal Records Check through Local Law Enforcement.

Upon request, College shall provide the County and/or its designee with confirmation that such screenings have been conducted and that the results are acceptable to College. Copies of completed screenings performed for services performed under this Agreement shall be made available to the County upon request.

- 15. APPLICABLE LAW AND VENUE.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall be in the courts of the Ninth Judicial Circuit in Orange County, Florida.
- 16. NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity or gender expression, national or ethnic origin, disability, or veteran or marital status.
- 17. ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
- 18. SEVERABILITY.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigation the loss of protection or benefit resulting from the holding.

**19. AMENDMENTS.** No change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the full execution of this by authorized representatives of County and College.

**20. EFFECTIVE DATE.** This Agreement shall become effective on the date upon which it has been fully executed by the parties.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the dates set forth below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 1.9.18

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Pinal*  
Deputy Clerk



**ROLLINS COLLEGE**

By: *Jeff Eisenbarth*  
Jeff Eisenbarth

Title: Vice President of Finance and Treasurer

Date: 12/5/2017

BCC Mtg. Date: January 9, 2018

**Y17-341 Exhibit A**

*Business Associate Addendum between Orange County and Rollins College  
Regarding HIPAA and FIPA*

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**ORANGE COUNTY, FLORIDA**

*and*

**ROLLINS COLLEGE**

**ADDENDUM TO CONTRACT NO. Y17-341**

*related to*

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
PRIVACY, BREACH AND SECURITY RULES AND THE  
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

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**THIS ADDENDUM** is by and between, **ORANGE COUNTY, FLORIDA** (the "County"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its FAMILY SERVICES DEPARTMENT, YOUTH AND FAMILY SERVICES DIVISION (the "Covered Healthcare Component"), and ROLLINS COLLEGE ("Business Associate"), located at 1000 HOLT AVENUE, WINTER PARK, FL 32789. The County and Business Associate may be referred to herein individually as "Party" or collectively as "Parties".

**RECITALS**

**WHEREAS**, the County has been designated as a "Hybrid Entity" under the HIPAA Privacy and Security Rules, 45 CFR §164.105; and

**WHEREAS**, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its FAMILY SERVICES DEPARTMENT, YOUTH AND FAMILY SERVICES DIVISION is a "Covered Healthcare Component" of the County and, as such, when the County is acting through its FAMILY SERVICES DEPARTMENT, YOUTH AND FAMILY SERVICES DIVISION, it must be treated as a "Covered Entity"; and

**WHEREAS**, in connection with the provision of services to the County (collectively referenced to as "Services") by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information ("PHI") that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

**WHEREAS**, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to, or on behalf of, the Covered Entity or Hybrid Covered Entity; and

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Regarding HIPAA and FIPA*

**WHEREAS**, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

**WHEREAS**, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y17-341 (the "Agreement") and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

**Section 1.     Incorporation**

A.     **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

B.     HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.

C.     To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

**Section 2.     Definitions.**

A.     Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

1.     ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.
2.     ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term

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record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act ("FIPA") codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean 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).
7. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County's policies and procedures as they relate to its, and its Covered Healthcare Component's, compliance with HIPAA Privacy and Security Rules.
9. **Personally Identifiable Information ("PII")** shall mean either of the following:
  - a. An individual's initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
    - i. A social security number;
    - ii. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
    - iii. A financial account number or credit or debit card number in combination with any required security code, access code, or

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- password that is necessary to permit access to an individual's financial account;
- iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
  - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
  - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
  - vii. The term "Personally Identifiable Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
  - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. ***Protected Health Information ("PHI")*** shall mean an individual's identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
11. ***Required by Law*** shall have the same meaning as the term "required by law" in 45 CFR §164.103.

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Regarding HIPAA and FIPA*

12. **Secretary of Health and Human Services** shall mean the Secretary of the Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved has been delegated.
13. **Security Incident or Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
14. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

**Section 3. Scope of Agreement**

A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

**Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.**

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(i) and §501.171(2), that the subcontractor will appropriately safeguard the information. All other uses or disclosures, not otherwise authorized by this Addendum or otherwise governed by law, are prohibited.

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

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1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.

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9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. the disclosure is required by law; or
2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII is disclosed that it will be held confidentially 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 notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PII.

E. **Data Aggregation Services.** With respect to PHI and PII created or received by the Business Associate in its capacity as the Business Associate of the County, the Business Associate may combine such PHI and PII it has received from the County with the PHI and PII received by the Business Associate in its capacity as a Business Associate of another Covered Entity, or Hybrid Covered Entity, to permit data analysis that relates to the health care operation of the respective Covered Entity, or Hybrid Covered Entity, if data analyses is part of the Services that Business Associate is to provide to the County pursuant to the Agreement.

F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and according to current state and federal laws.

**Section 5. Confidentiality**

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A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential ("Confidential Information") of the other Party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida's Public Records Laws;
2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

1. after it becomes publicly available through **no fault** of either Party;
2. which is later publically released by either Party in writing;
3. which is lawfully obtained from third parties without restrictions; or
4. which can be shown to be previously known or developed by either Party independently of the other Party.

**Section 6. Security**

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;

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2. a modification or destruction of electronic PHI or PII; or
3. interference with system operations in an information system containing electronic PHI or PII.

**Section 7. Reporting Requirements**

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
  - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
  - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The

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Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County of the pertinent details of the breach and, upon prior approval of the County's Privacy Officer, shall notify each individual whose unsecured PHI or PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print of broadcast media, including major media in the geographic areas where the individuals affected by the breach are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reporting to Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "Covered Entity," shall be read as references to the Business Associate.

1. Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of

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unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (c) the steps individuals should take to protect themselves from potential harm resulting from the breach; (d) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and (e) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

G. **Notice to Credit Reporting Agencies.** In the case of a breach of PII discovered by the Business Associate where the unsecured PII of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of §501.171(5), Florida Statutes.

H. **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.

I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.

J. A violation of this Section shall be a material violation of this Addendum.

**Section 8. Termination**

A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.

B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.

C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.

D. **Duties of Business Associate Upon Termination of the Agreement.**

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and

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PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.

2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

**Section 9. Miscellaneous**

A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.

B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.

D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.

E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.

F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.

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G. **Indemnification.** To the fullest extent permitted by law, the Business Associate shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.

H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPPA Privacy Rules or other applicable federal law.

J. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies).

**To the County:**

Orange County HIPAA Privacy Officer  
2002-A East Michigan Street  
Orlando, FL 32806  
(407) 836-9214

**AND**

Orange County Administrator  
Administration Building, 5th Floor  
201 S Rosalind Avenue  
Orlando, FL 32801

**To the Business Associate:**

Maria Martinez  
AVP Human Resources and Risk Management  
Deputy Title IX Coordinator  
Rollins College  
1000 Holt Ave CB 2718

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Winter Park, Fl. 32789

K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Addendum were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

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IN WITNESS HEREOF, the parties have executed this Addendum as of the date first above written.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

BY: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

DATE: 1.9.18

**ATTEST:** Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk  
**Katie Smith**  
Printed Name



**THE BUSINESS ASSOCIATE**

Business Associate: Rollins College

By: *Jeff Eisenbarth*

Printed Name: Jeff Eisenbarth

Official Title: Vice President of Finance and Treasurer

Date: 12/5/2017

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature Notary Public  
Print, Type/Stamp Name of Notary

Personally Known [ ] or Produced Identification [ ] Type of Identification Produced: \_\_\_\_\_

**EXHIBIT B**

**PROGRAMS FOR STUDENT PLACEMENT**

The applicable Orange County Youth and Family Services Programs related to this agreement are listed below. Students may be placed in any of the following areas:

**YOUTH SHELTER**

Services provided include:

- Temporary shelter
- Individual, family, and/or group counseling
- Case management
- Information and referrals

**ORANGE COUNTY FAMILY COUNSELING**

Services provided include:

- Individual/Family counseling dealing with family, peer, school issues for 12 weeks
- Substance use/abuse prevention education
- Case Management
- Information and referrals
- Parent Education/Crisis Intervention/Community Outreach
- Court supervision for persistent truant, runaway, ungovernable children, as needed

**Oaks Community Intervention Program**

Services provided include:

- Family Counseling
- Intensive Probation Supervision
- Case management
- Community-Based Referrals
- Drug Testing

**Family Preservation and Stabilization Program**

Services provided include:

- Individual and/or Family Counseling
- Case management
- Information and Referrals
- Training in parenting, budgeting, cleanliness, etc.

**Great Oaks Village**

Services provided include:

- Residential Group Care
- Case Management
- Individual & Group Counseling
- Independent Living Training
- Education & Tutoring
- Educational & Recreational Activities

Contact for all Programs: Tracy Roush

Phone: (407)-836-7628 Email: Tracy.Roush@ocfl.net

**EXHIBIT C**  
**LISTING OF COLLEGE DEPARTMENTS AND CONTACTS**

Rollins College  
Hamilton Holt School

Programs:

- Clinical Mental Health Counseling Program
- Applied Behavioral Analysis and Clinical Science Program

Contact: Maria Martinez, Assistant Vice President HR and Risk Management  
1000 Holt Avenue, CB 2718  
Winter Park, FL 32789