

**AFFILIATION AGREEMENT FOR GRADUATE EDUCATION PROGRAMS
BETWEEN _____ AND
THE PUBLIC HEALTH TRUST**

This Affiliation Agreement (hereafter referred to as “Agreement”) is effective as of _____ to _____ by and between the Public Health Trust, an agency and instrumentality of Miami-Dade County, which operates Jackson Health System, including Jackson Memorial Hospital, located at 1611 NW 12th Avenue, Miami, Florida 33136, (hereinafter referred to as “the Trust”), and _____, located at _____ (hereinafter referred to as “Institution”); the **TRUST** and the **INSTITUTION** are collectively referred to as the “**Parties**”),

Whereas, Institution desires to temporarily place its _____ Resident in accredited training programs at the Trust,

Whereas, the Trust is willing on a temporary basis to assist Institution to provide opportunities for the placement of Institution’s residents (“Residents”) in the _____ department where the educational experiences of such Residents will be enhanced,

Now therefore, in consideration of the mutual covenants and agreements contained herein, the parties do agree as follows:

I. PROGRAM DIRECTOR

Institution shall identify and appoint one of its employed faculty physicians to serve as the program director for each of Institution’s clinical programs (the “Program Director”). The Program Director shall be responsible for the following:

- A. Directing the educational programs of the Residents.
- B. Overseeing Resident/staff/physician relationships.
- C. Representing Institution and the Trust in disciplinary and administrative matters pertaining to or involving Residents.

II. RESPONSIBILITIES OF INSTITUTION

Institution shall have the following responsibilities:

- A. Assign Residents from clinical programs. The selection of Residents to be assigned is exclusively Institution's responsibility. The number and level of training of the Residents to be assigned to the Trust are set forth in Exhibit I.
- B. Ensure that all Residents assigned are properly licensed in the State of Florida and provide documentation of licensure to the Trust.
- C. At the request of the Trust, remove a Resident whose performance is unacceptable to the Trust.
- D. Provide a salary and benefits to include life insurance, disability insurance and health insurance for each Resident assigned to the Trust.
- E. Provide Professional Liability coverage for Institution's Residents and faculty assigned to the Trust in an amount not less than [U.S. \$1,000,000] per occurrence in primary coverage, and not less than [U.S. \$3,000,000] per occurrence in excess liability insurance, covering any and all damage to property or injury to persons. Institution is to furnish documentation of liability coverage for Residents and faculty assigned to the Trust.
- F. In concert with the Trust, ensure compliance by all Residents with the Trust's entrance and exit processes, protocols, orientation process and the Trust bylaws, rules and regulations, policies and procedures.
- G. Provide in a timely manner any accreditation reports for programs affiliated with the Trust, if requested.
- H. The Office of Graduate Medical Education of the Institution shall serve as the Institution's liaison to the Trust and shall provide administrative support and coordination for all hospital-based resident training programs to the Trust working in conjunction with the Program Directors and with the counterpart office of the Trust.

- I. Notwithstanding any other provision in this Agreement, the **INSTITUTION** shall comply with the Public Health Trust Employee Health Services Policy and Procedure regarding immunizations and infectious disease monitoring, and shall be responsible for assuring that its Residents/Fellows comply with Public Health Trust Policy and Procedures. The **INSTITUTION** shall also ensure that all Residents/Fellows placed at the **TRUST** or its facilities have documented evidence of completion of a Level 1 background verification screening and when applicable, a level 2 (AHCA) background verification screening when advised by the JHS HR department. The **INSTITUTION** will provide copies to the **TRUST** upon request.

III. RESPONSIBILITIES OF THE TRUST

The Trust shall have the following responsibilities:

- A. Appoint a program coordinator who will be responsible for coordinating all hospital-based Resident training programs with the individual Program Directors or their designee and with the Office of Graduate Medical Education of the School
- B. Provide an orientation to the Trust for each Resident assigned which instructs each Resident with his/her Trust responsibilities while assigned to the Trust.
- C. If the performance of a Resident is at any time considered to be unsatisfactory or unprofessional, immediately notify and provide documentation of such performance to the Program Director and the Office of Graduate Medical Education. A plan for corrective action will be determined by the Program Director, in consultation with the Trust's Office of Graduate Medical Education and Institution's Office of Graduate Medical Education.
- D. Notify Institution of the results of any TJC status certification which is probationary or in which certification is denied or removed.

- E. Residents shall work in the Trust's Division of _____. Dr. _____ and the other attending physicians within that Division will supervise the residents to gain experience in the management of _____ patients. It is expected that the Residents will learn about diagnoses and treatment of _____ patients.
- F. Dr. _____ will complete a written evaluation of the Residents utilizing the standard form utilized at Institution for evaluation of its _____ residents.

IV. HIPAA REGULATION

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose and Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

Institution shall direct its Residents to comply with the policies and procedures of the Trust, including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining the Residents' role in relation to the use and disclosure of the Trust's protected health information, the Residents are defined as members of the Trust's work force,

as that term is defined by 45 C.F.R 160.103, when engaged in activities pursuant to this agreement. However, the Residents are not and shall not be considered employees of the Trust.

V. INDEMNIFICATION

Institution shall indemnify and hold harmless Miami-Dade County, the Trust and Jackson Memorial Hospital, and their respective officers, trustees, commissioners, medical staff, clinical instructors, field instructors, social workers, agents, employees, servants and instrumentalities, from any and all liabilities, losses or damages including attorney's fees and costs of defense, which they may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement (including but not limited to negligence and/or medical malpractice) by the Institution or its employees, agents, servants, partners, principals or subcontractors. Institution shall pay all claims and losses of any nature whatsoever in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature, including appellate proceedings, in the name of Miami-Dade County, Jackson Memorial Hospital, the Public Health Trust, and their respective officers, trustees, commissioners, medical staff, clinical instructors, field instructors, social workers, agents, employees, servants and instrumentalities whether in an individual or representative capacity and shall pay all costs, judgments, settlements, attorney's fees and other expenses which may issue thereon or which may be recovered therein. Institution expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Trust shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County, the Trust and Jackson Memorial Hospital and their respective officers, trustees, commissioners, medical staff, clinical instructors, field instructors, social workers agents, employees, servants and instrumentalities as herein provided.

The provisions of this indemnification clause and the duty of the Institution to indemnify shall survive the expiration or termination of this Agreement.

VI. TERM, AMENDMENT AND TERMINATION

This Agreement shall be for a term of one month effective _____ through _____, provided the length of each Resident rotation shall be determined between the representatives of Institution and the Trust. This Agreement may be amended only by written agreement executed by authorized representations of parties.

This Agreement may be terminated without cause by either party upon written notice by certified mail, return-receipt requested to the other party at least fourteen (14) days prior to the effective date of termination.

VII. NOTICE

Whenever notice is required under this Agreement, such notice shall be in writing and delivered In person, or by Certified Mail, to the following address:

If to the Trust: Carlos Migoya
Chief Executive Officer
Public Health Trust
1611 NW 12th Avenue
Miami, Florida 33136

With a copy to: Peter G. Paige, MD
Executive Vice President and Chief Medical Officer
Public Health Trust
1611 NW 12th Avenue
Miami, Florida 33136

If to Institution: ___<type name of signatory party and address>___

VIII. ASSIGNMENT

No provision of this Agreement may be assigned without the written consent of the parties.

Thus done and signed this Institution.

IX. MISCELLANEOUS TERMS

Non-discrimination. The **TRUST** agrees to provide a quality graduate physician residency program experience to all residents without regard to race, color, religion, ancestry, national origin, gender, pregnancy, age, disability, marital status, familial status, or sexual orientation.

Subcontracts. The **TRUST** agrees that no assignment or subcontract will be made or let in connection with this Agreement without the prior written approval of the **INSTITUTION** and that all subcontractors or assignees shall be governed by the terms and conditions of this Agreement.

Dispute Resolution. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida without regard to its conflict of law rules. The Parties consent, stipulate and agree that the exclusive venue of lawsuit or any other proceeding arising from or related to this Agreement shall be in a state or federal court located in Miami-Dade County, Florida.

Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

X. TOTALITY OF THIS AGREEMENT

This Agreement, including any recitals and exhibits, contains all of the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

PUBLIC HEALTH TRUST

By: _____
Carlos Migoya
Chief Executive Officer

INSTITUTION

By: ____<signature>_____
<enter name of signatory party>

Peter G. Paige, MD
EVP & Chief Medical Officer

Richard K. Parrish, MD
DIO and GMEC Chairman

Supervising Physician

EXHIBIT I

Names, PGY level and rotation dates

Resident/fellows name, MD

PGY level

rotation dates

Addendum A

PHT – HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act Business Associate Addendum (“Addendum”) to the Contract agreement for services between the Public Health Trust of Miami-Dade County, Florida and _____ (“Underlying Agreement”), is by and between the Public Health Trust of Miami-Dade County, Florida (“Trust”), which owns and operates Jackson Health System (“JHS”), and _____ (“Associate”). Trust and Associate shall sometimes be referred to individually as a “Party,” or collectively as the “Parties.”

RECITALS

A. As part of the Underlying Agreement, it is necessary for Trust to disclose certain information (“Information”) to Associate pursuant to the terms of the Underlying Agreement and this Addendum, some of which may constitute Protected Health Information (“PHI”).

B. Trust and Associate intend to protect the privacy and provide for the security of PHI, including, but not limited to, electronic PHI, disclosed to Associate pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), regulations promulgated thereunder by the United States Department of Health & Human Services (the “HIPAA Regulations”), the Health Information Technology for Economic and Clinical Health Act of 2009, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (“HITECH Act”), and other applicable laws, to the extent that they are not preempted by HIPAA, the HIPAA Regulations or the HITECH Act. The Parties to the Underlying Agreement are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information under HIPAA, the HIPAA Regulations, and the HITECH Act.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA Regulations, including, but not limited to, Title 45, §§ 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time.

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

1. Definitions. Terms used, but not otherwise defined in this Addendum, shall have the same meaning as those terms found in HIPAA and the HIPAA Regulations.

a. “Business Associate” shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103, and in reference to the Party to this Addendum, shall mean Associate identified above.

b. “Covered Entity” shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103, and in reference to the Party to this Addendum, shall mean Trust identified above.

c. “Protected Health Information” or “PHI” means any information, whether transmitted or maintained in any form or medium: (i) that 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 (ii) 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, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].

d. “Electronic Protected Health Information” or “ePHI” means any information that is transmitted or maintained in electronic media: (i) that 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 (ii) 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, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].

e. “Electronic Media” shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103.

f. “Security Incident” shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.304.

g. “Subcontractor” shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but limited to, 45 CFR § 160.103.

h. “Required by Law” shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.103 and 45 CFR § 164.512(a).

i. “Minimum Necessary” shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.502(b) and 45 CFR § 164.512(d).

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Underlying Agreement (“Trust’s PHI”) solely in accordance with the specifications set forth in Attachment A, which is incorporated herein by reference. In the

event of any conflict between this Addendum and Attachment A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)].

b. Nondisclosure. Associate shall not use or further disclose Trust's PHI other than as permitted by the Underlying Agreement, this Addendum, or as Required by Law. [45 CFR § 164.504(e)(2)(ii)(A)].

c. Safeguards. Associate shall use appropriate safeguards, and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent use or disclosure of Trust's PHI in a manner other than as provided in the Underlying Agreement or this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)]. Associate shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of Trust. [45 CFR § 164.314(a)(2)(i)(A)]. Trust has, at its sole discretion, and through its Risk Management Department, the option to audit, including inspect, Associate's safeguards at any time during the life of the Addendum, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to Trust's Chief Privacy Officer, through Trust's Risk Management Department (305-216-5391), of any use or disclosure of Trust's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(C)]. Associate shall report to Trust's Risk Management Department (305-216-5391), of any Security Incident of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR § 164.410, within five (5) business days after the discovery of the incident. Such report shall identify the information that has been or is reasonably believed to have been inappropriately used or disclosed; state the date(s) of the inappropriate use or disclosure and its discovery; describe the steps taken to investigate the inappropriate use or disclosure, mitigate its effects, prevent future inappropriate uses or disclosures; and provide to Trust any other available information that Trust may need to assess the violation and/or to include in the breach notification to the individual as required under 45 CFR § 164.404(c). [45 CFR § 164.314(a)(2)(i)(C)].

e. Associate's Agents and Subcontractors. Associate agrees and shall ensure that any agents, including Subcontractors, to whom it provides PHI or ePHI received from, or created or received by Associate on behalf of Trust, agree in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including Subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of Associate, agrees in writing to implement appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.314(a)(2)(i)(B)].

f. Documentation of Disclosures. Associate agrees to document disclosures of Trust's PHI and information related to such disclosures as would be required for Trust to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide Trust or an individual, within ten (10) days of the receipt of the request, information

collected in accordance with the Underlying Agreement, to permit Trust to respond to such a request for an accounting. [45 CFR § 164.528].

g. Availability of Information to Trust. Associate shall make available to Trust, within ten (10) days of the receipt of the request, such information as Trust may require to fulfill Trust's obligations with respect to individuals' request for copies of their PHI, and to provide access to, provide a copy of, and account for disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR §§ 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)].

h. Amendment of PHI. Associate shall make Trust's PHI available to Trust, within ten (10) days of the receipt of the request, as Trust may require to fulfill Trust's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526 and Associate shall, as directed by Trust, incorporate any amendments to Trust's PHI into copies of such PHI maintained by Associate in a time and manner designated by Trust. [45 CFR § 164.504(e)(2)(ii)(F)].

i. Privacy of Individually Identifiable Health Information. Associate agrees to the extent it is required to carry out one or more of Trust's obligation(s) under Subparts A and E of 45 CFR Part 164, comply with the requirements of Subparts A and E that apply to Trust in the performance of such obligation(s). [45 CFR § 164.504(e)(2)(ii)(H)].

j. Internal Practices. Associate shall make its internal practices, books, and records relating to the use and disclosure of Trust's PHI, or PHI created or received by Associate on behalf of Trust, available to Trust and to the Secretary of the U.S. Department of Health & Human Services in a time and manner designated by Trust or the Secretary for purposes of determining Trust's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. [45 CFR § 164.504(e)(2)(ii)(I) and 45 CFR Part 164, Subpart C].

k. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of Trust's PHI by Associate in violation of the requirements of this Addendum or the Underlying Agreement.

l. Associate's Insurance. Associate agrees to maintain the following insurance coverage, whichever is greater: A) the insurance coverage provided in the Underlying Agreement, or B) the following amounts of insurance coverage:

- 1) Comprehensive general liability coverage, including contractual liability coverage, in limits of no less than \$1.0 million per claim/\$3.0 million annual aggregate.
- 2) Errors and omissions coverage equal to professional liability coverage in limits of no less than \$1.0 million per claim/\$3.0 million annual aggregate.

Certificate(s) of insurance, as evidence of compliance with this paragraph, shall be forwarded to Trust's Risk Manager, Jackson Memorial Hospital, 1500 N.W. 12 Avenue, Suite 102, Miami, Florida 33136. Trust, at its sole discretion, may require additional insurance coverage in terms of limits and/or types of insurance, depending upon the scope of service(s) provided by Associate to Trust.

m. Notification of Breach. During the term of this Addendum, Associate shall notify, in accordance with the instructions provided by Section 2.d. of this Addendum, Trust's Chief Privacy Officer, Jackson Memorial Hospital, 1500 N.W. 12 Avenue, Suite 102, Miami, Florida 33136 and provide written notice no later than five (5) business days after the discovery of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take: (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

o. No Third Party Beneficiary. The provisions and covenants set forth in this Addendum are expressly entered into only by and between Associate and Trust and are intended only for their benefit. Neither Associate nor Trust intends to create or establish any third party beneficiary status or right, or the equivalent thereof, in any other third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Addendum.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, or upon any breach of this Addendum by Associate, Trust may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to Trust in writing. The fact that Trust inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does Trust's: (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of Trust's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum shall constitute a material breach of the Underlying Agreement and shall provide grounds for immediate termination of the Underlying Agreement by Trust. [45 CFR § 164.504(e)(iii)].

b. Termination for Cause – Reasonable Steps to Cure Breach. If Trust knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Underlying Agreement pursuant to Section 4.a. of this Addendum, Trust shall provide an opportunity for Associate to end the violation or cure the breach within thirty (30) days, or permit a shorter cure period as may be specified in the Underlying Agreement, unless another time is specified as mutually agreeable by the Parties in writing. If Associate does not cure the breach or end the violation within the time period provided, then Trust may immediately terminate the Underlying Agreement.

c. Judicial or Administrative Proceedings. Trust may terminate the Underlying Agreement, effective immediately, if: (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations, or any other security or privacy laws, is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Underlying Agreement for any reason, Associate shall return or destroy, as directed by Trust, any and all PHI, including, but not limited to, ePHI received from Trust, or created or received by Associate on behalf of Trust, that Associate still maintains in any form. This provision shall also apply to Trust's PHI that is in the possession of Subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if such return or destruction is not feasible, Associate shall provide to Trust written notification of the conditions that make such return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(J)].

e. Survival. The obligations of Associate pursuant to this Addendum shall survive the termination of this Addendum or the Underlying Agreement.

5. Indemnification. Associate shall indemnify and hold harmless Trust and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorney's fees and costs of defense, which Trust or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or Subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of this Addendum.

6. Limitation of Liability. Nothing in this Addendum shall be construed to affect or limit Trust's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI, including Electronic Media, are rapidly evolving and that an amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that Trust must receive satisfactory written assurances from Associate that Associate will adequately safeguard any and all PHI that it receives or creates pursuant to this Addendum. Upon Trust's request, Associate agrees to promptly enter into an

amendment to this Addendum or Underlying Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, or other applicable laws. Trust, in addition to any other remedies including specific performance, may terminate this Addendum upon fifteen (15) day's written notice in the event Associate does not enter into an amendment to this Addendum or Underlying Agreement providing assurances regarding the safeguarding of PHI that Trust, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of HIPAA, the HIPAA Regulations, the HITECH Act, and any other applicable laws relating to the security or confidentiality of PHI.

b. Amendment of Attachment A. In addition to amendments described in Section 7.a., above, Attachment A may otherwise be modified or amended by written mutual agreement of the Parties without amendment of the remainder of this Addendum.

8. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under this Addendum, available to Trust at Trust's convenience upon reasonable notice, at no cost to Trust, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against Trust, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other laws relating to security and privacy, except where Associate or its Subcontractor(s), employee(s) or agent(s) is a named as an adverse party.

9. Effect on Addendum. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Underlying Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and Attachment A, this Addendum shall control.

10. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations, the HITECH Act, and applicable Florida laws. The Parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA Regulations, or any other applicable laws.

11. Prior Business Associate Addendums. Any prior Business Associate Addendum(s) and any amendments thereto between the Parties to the Underlying Agreement are hereby superseded and of no further force or effect.

12. No "Marketing." Associate shall not use or disclose PHI or ePHI for "Marketing," as defined in 45 CFR § 164.501, without obtaining an authorization for such use or disclosure pursuant to 45 CFR § 164.508(a)(3), unless the marketing is in the form of: (a) a face-to-face communication by Associate to an individual; or (b) a promotional gift of nominal value provided by Associate. If the Marketing involves financial remuneration to Associate from a third party, as defined in paragraph (3) of the definition of "Marketing" at 45 CFR § 164.501, the authorization must state that such remuneration is involved. [45 CFR § 164.508(a)(3)].

PERMITTED USES AND DISCLOSURES

This Attachment sets forth the permitted uses and disclosures of Electronic Protected Health Information or Protected Health Information (“PHI”) by Associate pursuant to Section 2 of the HIPAA Business Associate Addendum (“Addendum”) by and between the Public Health Trust of Miami-Dade County, Florida and Associate. This Attachment may be amended from time to time as provided in Section 7.b. of the Addendum.

1. Purpose(s) of Disclosure. The purpose(s) for which Trust shall disclose PHI to Associate are as follows:

PHI will be released to Associate as it relates to the scope of services within the Underlying Agreement.

2. PHI to be Disclosed. Trust shall disclose the following PHI to Associate in accordance with the terms of the Underlying Agreement:

PHI which is reasonably necessary for Associate to perform its obligations as delineated within the Underlying Agreement, and in compliance with the Minimum Necessary Standard.

3. Permitted Uses and Disclosures of PHI. Associate shall be limited to the following uses and/or disclosures of Trust's PHI:

Except as otherwise specified in the Underlying Agreement, Associate may make any and all disclosures of PHI necessary to perform its aforementioned purpose(s) under the Underlying Agreement.

4. Subcontractor(s). If Associate intends to utilize any Subcontractor(s) in performing Associate's obligations under the Underlying Agreement, such Subcontractor(s) shall be identified with the name, address, telephone, and name of individual responsible for the Underlying Agreement as follows: **[To be completed by Associate if Associate uses or intends to use Subcontractors who are known at the time of executing this BAA or please insert N/A]**

5. Use for Management and Administration. Associate may use PHI received by Associate in its capacity as a Business Associate of Trust for the proper management and administration of Associate, if such disclosure is necessary: (i) for the proper management and administration of Associate; or (ii) to carry out the legal responsibilities of Associate. [45 CFR § 164.504(e)(4)(i)].

6. Disclosure for Management and Administration. Associate may disclose PHI received by Associate in its capacity as a Business Associate of Trust for the proper management and administration of Associate if: (i) the disclosure is Required by Law; or (ii) Associate (a) obtains reasonable assurances from the person to whom the PHI 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 (b) the person notifies Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached. [45 CFR § 164.504(e)(4)(ii)].

7. Data Aggregation Services. For Purposes of this Section, “Data Aggregation” means, with respect to Trust's PHI, the combining of such PHI by Associate with the PHI received by Associate 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. Associate shall provide the following Data Aggregation services relating to the health care operations of Trust. [45 CFR § 164.504(e)(2)(i)(B); 45 CFR § 164.501]. **[To be completed by Associate or please insert N/A]**

8. Receipt. Associate's receipt of Trust's PHI pursuant to the transactions contemplated by the Addendum shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt.

9. Additional Restrictions on Use of Data. Trust is a Business Associate of certain other Covered Entities and, pursuant to such obligations of Trust; Associate shall comply with the following additional restrictions on the use and disclosure of PHI: **[To be completed by JHS or please insert N/A]**

10. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, disaster recovery planning, authentication, additional security or privacy specifications, de-identification of data and other additional terms.] **[To be completed by JHS/Associate or please insert N/A]**