

**VITAS HEALTHCARE CORPORATION OF FLORIDA
EDUCATION AFFILIATION AGREEMENT**

This Agreement ("Agreement") is entered into and effective as of the _____ day of _____, _____, by and between Vitas Healthcare Corporation of Florida, a Florida corporation ("Vitas"), and The School Board of Broward County, Florida ("School").

W I T N E S S E T H

WHEREAS, through the educational programs offered by School in various medical and health care related disciplines, School has responsibility for training students who require clinical education and experience to complete their course of study;

WHEREAS, such educational programs will be enhanced by providing students with an opportunity to observe and participate in clinical patient care and related administrative matters through the cooperative efforts of Vitas and School; and

WHEREAS, Vitas is willing and able to provide opportunities for students enrolled in School's health care related programs to observe and to participate in clinical patient care and related administrative matters in order to enhance their educational development;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Supervision. School, through its employed certified instructors, is responsible for selection and overall supervision of students, classroom instruction, curriculum, record maintenance, evaluation of programs and student progress, and all related educational experiences within the rules, regulations, and guidelines established or as amended by the State of Florida, Department of Education.

2. Clinical Experience. The responsibility of School staff with regard to the clinical experience of the students shall include:

a. Direct instruction and supervision of students according to the respective course description and/or syllabus, including cooperation with the certified instructor assigned by the School to supervise said course;

b. Periodic evaluation of each student's progress;

c. Being available for scheduled conferences with each student and/or Vitas supervisors; and

d. Making regular visits to observe each student's performance under the terms of this Agreement in order to coordinate the progress of the clinical experience and to determine its effectiveness.

3. Certified Instructors. Certified instructors shall identify and select clinical educational experiences with the approval of Vitas supervisors. These experiences shall be based upon the

needs of the student to meet the objectives of the educational program. The certified instructor shall be responsible for maintaining overall supervision of students and cooperative relationships with Vitas staff. In the event of the absence for any reason of any regular certified instructor, School shall either provide a certified substitute instructor for clinical education and experience directly related to patient care services or withdraw the students to classroom activities.

4. Schedules. School shall submit to Vitas at least 60 days prior to the commencement of any educational program under this Agreement, a schedule showing the identity of the students, the date and hours of each such student's participation and observation in clinical education and related administrative responsibilities, and the identity of the respective certified instructors. School shall inform Vitas of the extent of academic preparation each student has to ensure students are assigned to observe and participate in the appropriate entry level of clinical experience.

5. Course Description. School shall submit to Vitas a course description and/or syllabus for each educational program to be governed by this Agreement at least 60 days prior to the commencement of any such educational program. Student activities and program goals shall be specified in writing and agreed upon by School and Vitas.

6. Cooperation. Vitas shall assist School where appropriate in its responsibility for the guidance and supervision of students, and to cooperate in evaluating student performance. Vitas retains sole responsibility for patient care.

7. Conduct. School staff, faculty, and students shall conduct and present themselves at all times in a professional manner and be neatly dressed and well groomed.

8. Volunteers. All services rendered by students pursuant to this Agreement shall be uncompensated and shall be deemed to be volunteer services. Students shall not be considered to be or represent themselves as agents or employees of Vitas.

9. Rules and Regulations. Vitas shall provide School with the Vitas' rules, regulations, policies and procedures, amended from time to time, and School accepts full responsibility on behalf of School and its staff, faculty, and students, for full compliance with such rules, regulations, policies and procedures. Vitas may from time to time provide further orientation as it deems necessary and appropriate.

10. Medical Screening. All students, School staff and faculty participating in educational programs under this Agreement shall have verified Hepatitis B vaccination, MMR and DT immunization, and annual tuberculosis screening. School shall assure that students have received training in universal precautions for prevention of HIV and other blood-borne infections, and any other safety and security training as might be required by law. School shall advise its students, staff and faculty of the risk of infectious diseases and that Vitas is not responsible for exposure to infectious diseases. School shall obtain written consent from the parent or student age 18 or over before disclosing any student background check information to Vitas.

11. Student Dismissal. Vitas reserves the right to request the immediate withdrawal any student who does not meet the professional or other requirements of Vitas, or whose conduct, work with patients, or general work is, in the sole opinion of Vitas, not in accordance with acceptable standards of performance, and School agrees to comply with such request. School may at any time

withdraw a student whose progress, conduct, or work does not meet School standards for continuation in educational programs.

12. Confidentiality. School shall, and shall ensure that its faculty, students and staff, hold all confidential and proprietary information of Vitas in confidence and shall not disclose such information to any person or entity without the prior written consent of Vitas; provided, however, that the foregoing shall not apply to information which (i) is generally available to the public, (ii) becomes available on a non-confidential basis from a source other than Vitas or its affiliates or agents, which source was not itself bound by a confidentiality agreement, or (iii) is required to be disclosed by law or pursuant to court order. Vitas may seek injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. For the purposes of this Section 12, all information and documentation relating to the governance, business, operations, policies, procedures, and practices of Vitas and its affiliated organizations shall be deemed Vitas' confidential and proprietary information unless such information and documentation is considered a public record pursuant to Chapter 119, Florida Statutes. This section shall survive termination or suspension of this Agreement.

13. Insurance. Each party shall at all times during the term of this Agreement and any renewals maintain, at its sole cost and expense, professional liability insurance (including contractual liability for this Agreement) with minimum separate limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, to cover claims arising from the acts or omissions of such party and its officers, employees, volunteers, students, faculty, and agents in connection with this Agreement. Such coverages should be on an occurrence basis, but if a party maintains any coverage on a claims-made basis, it shall purchase tail coverage to insure claims occurring during the term of this Agreement and any renewals. Each party shall furnish evidence of such coverage to the other party, upon its request, in the form of a certificate of insurance ("Certificate") which shall provide for 30 days advance written notice to the other party of the cancellation of, or any material change to, the insurance policies required to be maintained hereunder. Within 30 days of the expiration of any policy listed in the Certificate, a party shall provide to the other party a renewal Certificate so that such other party has evidence of all required insurance being in effect at all times. Each party shall also maintain workers' compensation insurance as required by law and employers' liability insurance. This section shall survive termination or suspension of this Agreement. The School Board of Broward County, Florida shall provide Vitas Healthcare Corporation of Florida proof of professional liability coverage with minimum limits of \$1,000,000 / \$3,000,000 for students and faculty members. Students shall be required to be covered by their own health or accident insurance.

14. Indemnification. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and defend the other party, and its owners, directors, officers, employees, volunteers, agents, students faculty, staff, successors, and assigns (collectively, the "Indemnified Party") from and against any and all claims, suits, damages, fines, penalties, liabilities, and expenses (including reasonable attorneys' fees) resulting from or arising out of the acts or omissions of, and the breach of this Agreement by, the Indemnifying Party or its directors, officers, employees, agents, and volunteers. This section shall survive termination or suspension of this Agreement.

15. Term of Agreement. Unless terminated earlier pursuant to this paragraph, the term of this Agreement shall commence upon execution by all parties and conclude on April 1, 2022.

Either party may terminate this Agreement at any time with at least 30 days prior written notice of termination to the other party.

16. Termination for Cause. Both parties may terminate this Agreement if determines, in its sole discretion, that continuation of this Agreement will be detrimental to the operations of Vitas or could jeopardize the health or welfare of any Hospice Patient. Such termination shall be effective immediately upon written notice of termination to the other party.

17. Amendment. Any amendment to this Agreement must be in writing and executed by all parties.

18. Entire Agreement. This Agreement, together with any attached appendices or exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, commitments, understandings, warranties, statements, or promises.

19. Severability. The invalidity or enforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.

20. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Florida without application of any conflict of law provisions, and all applicable federal laws, rules, and regulations.

21. Notices. Any notice, demand, request, consent, or approval required or permitted hereunder shall be in writing and shall be delivered (i) personally, (ii) by certified mail, return receipt requested, postage prepaid, or (iii) by overnight courier, to the address indicated below or to such other address as may be designated in writing by any party from time to time.

(i) If to Vitas:

Vitas Healthcare Corporation of Florida
16800 NW 2nd Ave, Suite 400
North Miami Beach, FL 33169
Attn: General Manager

And:

Vitas Healthcare Corporation of Florida
5420 N.W. 33rd Ave, Suite 100
Ft. Lauderdale, FL 33309
Attn: General Manager

With a copy to:

Vitas Healthcare Corporation
201 South Biscayne Boulevard, Suite 400
Miami, Florida 33131
Attn: General Counsel

(ii) If to School:

The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301
Attn: Superintendent of Schools

With a Copy to:

Principal
Atlantic Technical College
4700 Coconut Creek Parkway
Coconut Creek, Florida 33063

All such communications shall be deemed to have been received by the intended recipient (i) 3 business days following deposit in the United States Mail if sent by certified mail, (ii) on the day actually received if delivered personally, or (iii) on the next business day if sent by overnight courier.

22. No Waiver. The waiver by a party of a breach or violation of any provision of this Agreement shall not be construed as a waiver of any subsequent breach or violation.

23. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors and assigns. There are no third party beneficiaries of or to this Agreement.

24. Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party; provided, however, that Vitas may assign or delegate this Agreement, in whole or in part, to any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with, Vitas.

25. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

26. Independent Contractors. Nothing in this Agreement shall be deemed to create any relationship between Vitas and School other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties hereto, nor any of their respective owners, officers, directors, trustees, employees, volunteers, or consultants shall be deemed or construed to be the agent, employee, representative, partner, or joint venturer of the other. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to School retirement, leave benefits or any other benefits of School employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. School shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

27. Compliance with HIPAA. School shall, and shall require that its faculty, students and staff, comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the requirements of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160-164 (the "Privacy Rule"). The parties agree that any student placed at Vitas pursuant to the Agreement shall be considered a member of Vitas' "workforce" as such term is defined in 45 C.F.R. 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

28. Criminal Background Checks. School shall obtain criminal background checks, in accordance with applicable State requirements, on all students who will participate in educational programs at Vitas. In the absence of State requirements, criminal background checks must be obtained within three months of the date students will begin participating in educational programs at Vitas, for all States in which a student has lived or worked in the past 3 years. School shall obtain written consent from the parent or student age 18 or over before disclosing any student background check information to Vitas.

29. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

30. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

31. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

32. Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy

hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience.

33. Audit. Vitas shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of Vitas's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal, working hours, by SBBC's agent or its authorized representative. Vitas' Records subject to examination shall include, without limitation, any and all records and documents. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Vitas Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of the Agreement. SBBC's agent or its authorized representative shall provide Vitas reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to Vitas' facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. Vitas shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

34. Studies Conducted for SBBC. Under the terms of this Agreement, Vitas Healthcare may opt to conduct a study for the purpose of evaluating the quality and effectiveness of services impacting students, parents or staff. The design, procedures, and potential impact on school and district operations of said study must be reviewed and approved by the District's Institutional Review Board (IRB) prior to the initiation of any research activities. Approval through the District's IRB and Research Review Process will ensure: (a) the purpose, scope, limitations, and duration of study is clearly outlined; (b) the protection of human subjects in the research process; (c) personally identifiable information (PII) is only used for purposes of the identified study; (d) PII is only used by representatives of the organization identified in this agreement; and (e) the safe and confidential storage and transmittal of education records. Vitas Healthcare agrees to comply with all requirements of the District's IRB and Research Review Process, which may be accessed at: <http://www.broward.k12.fl.us/sar/irb/index.htm>.

35. Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and

any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

36. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

37. Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

38. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

39. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

40. Amendments. No modification, amendment, or alteration in the terms or conditions contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

41. Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

42. Contract Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

43. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

VITAS:

VITAS HEALTHCARE CORPORATION
OF FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Vitas Healthcare Corporation of
Florida
Date: 2017.07.17 12:03:10 -04'00'

Office of the General Counsel