

EXTERN AGREEMENT

This Extern Agreement (“Agreement”) is made effective as of the date executed by authorized representatives of both parties (the “Effective Date”), by and between The School Board of Broward County, Florida (“SBBC”) and Pacific Dental Services, LLC (along with its supported offices, including those specifically set forth on Exhibit A hereto, hereinafter collectively referred to as the “Clinical Facility”). SBBC and Clinical Facility are referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, a clinical externship experience is a required and integral component of Atlantic Technical College’s (“College”) curriculum;

WHEREAS, SBBC desires the cooperation of Clinical Facility in implementing a clinical externship experience to provide training to students in the practical applications of their field of study; and

WHEREAS, Clinical Facility wishes to assist the SBBC in implementing a supervised practical learning and clinical externship experience for SBBC’s students (the “Program”);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, SBBC and Clinical Facility enter into this Agreement on the terms and conditions set forth below.

TERMS

1. Development of Curriculum. SBBC shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion, and graduation. SBBC acknowledges and agrees that the Program is intended to meet certain educational performance objectives, and SBBC shall provide a copy of such performance objectives to Clinical Facility on or before student placement.
2. Student List. SBBC agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in the Program.
3. Nondiscrimination. The Parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.
4. Schedule. The Program schedule shall be determined by SBBC and Clinical Facility and may be amended from time to time by written agreement of the Parties. The number of students in the Program shall be limited to a number mutually agreed upon by both Parties in writing.
5. Exposure to Blood-borne Pathogens. Program students and SBBC faculty will comply with the current regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood-borne pathogens in the workplace under Title 8 CCR Section 5193 which regulations became effective July 1, 1999, including but not limited to

responsibility as the employer to provide all Program students with access to (a) information about the hazards associated with blood and other potentially infectious materials, (b) information about the protective measures to be taken to minimize the risk of occupational exposure to blood-borne pathogens, (c) information regarding appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the Program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

6. Compliance With Clinical Facility Rules. Clinical Facility shall make available applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in the Program, and student shall comply with these rules. SBBC acknowledges that prior to the commencement of the Program, students will be required to review Clinical Facility's training materials and security, privacy and confidentiality policies and sign various agreements acknowledging compliance with and receipt of said policies. In providing the students with the clinical experience that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

7. Confidentiality of Patient Records. SBBC and its students and faculty understand and agree that Clinical Facility's patient files are confidential. SBBC and Clinical Facility each has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. SBBC and Clinical Facility each understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142. Neither Party shall use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted in writing by Clinical Facility and the requirements of HIPAA or its regulations. In addition, SBBC and Clinical Facility 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.

8. Confidentiality of Clinical Facility Information. SBBC and its students and faculty understand and agree that Clinical Facility must assure the confidentiality of its human resources, payroll, fiscal, research, computer systems, and management information (collectively, the "Protected Business Information"). SBBC and its students and faculty shall not use, disclose, access or view any Protected Business Information, except to the extent necessary in connection with the Program. SBBC and its students and faculty shall not make inquiries about Protected Business Information for other personnel who do not have proper authorization to access such Protected Business Information. SBBC and its students and faculty shall not make any unauthorized transmissions, inquiries, modifications, or purging's of Protected Health Information in Clinical Facility's computer system, including but not limited to removing and/or transferring Protected Business Information from Clinical Facility's computer system to unauthorized locations. Upon completion or termination of the Program, SBBC and its students and faculty agree to immediately return to Clinical Facility any documents or other media containing Protected Business Information.

9. Breach of Privacy. Pursuant to all applicable laws, rules, regulations and orders of any federal, state, local and non-U.S. jurisdiction and any administrative agency, SBBC agrees to notify Clinical Facility within 24 hours of receiving knowledge of any breach or suspected or potential breach of the privacy and/or security of the Protected Health Information and/or other private information, documents and/or any other protected data.

10. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Facility or designee selected by Clinical Facility, as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws and Clinical Facility's rules, regulations, policies and procedures and under the supervision and direction of a designee selected by Clinical Facility. SBBC recognizes the patients' rights to refuse care provided by a student at Clinical Facility. Students shall not be given their own "login" username or password to any Pacific Dental Services or office program, but may have access under the username of an employee directly supervising the student.

11. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request SBBC to remove a student permanently from the Program. Except as otherwise provided under applicable policies, procedures, rules, regulations or law, removal shall not require compliance with any notice, hearing or other procedural requirements.

12. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon SBBC, its students or faculty members to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe continuous health care during the term of this Agreement.

13. Student Evaluation. SBBC and Clinical Facility will jointly evaluate the performance of the students in the Program, and their respective staffs will communicate regularly for the purpose of reviewing and evaluating students.

14. Materials. SBBC agrees to provide students with all educational materials required during the clinical program.

15. No Payments or Other Remuneration. SBBC agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and SBBC, its agents, employees and students under the terms of this Agreement. Further, the SBBC, its staff members, or its representatives, shall not attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

16. Independent Contractor. The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. 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 SBBC retirement, leave benefits or any other benefits of SBBC employees shall

exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC 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.

17. Insurance

A. Insurance Carried By SBBC. SBBC shall provide professional liability insurance coverage described below (the "SBBC Insurance") for its students through the term of this Agreement and any renewal periods. Students will carry medical coverage in the event of injury. SBBC must provide Clinical Facility a minimum of 30 days advance written notice of cancellation or non-renewal of the SBBC Insurance. SBBC shall provide Clinical Facility an Insurance Certificate listing Clinical Facility and its supported offices as the "Certificate Holder" and "Additional Insured." The certificates shall include the Additional Insured, Primary Non-contributory and contain the following information: (i) name and address of agent, phone number and fax number; (ii) name and address of the insured; (iii) name of insurance company and policy numbers; (iv) description of coverage; (v) name/number of project; (vi) \$1,000,000 per occurrence and \$3,000,000 in the aggregate for professional liability insurance; and (viii) the signature of the vendor's insurance agent or representative and the date.

B. Insurance Carried by Clinical Facility. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

i) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

ii) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible/SIR not to exceed \$50,000.

18. Student Health Records. Any student participating in the Program shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the Program. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student. Any student participating in the Program shall provide verification of annual T. B. screening, immune status for rubella, chicken pox, and Hepatitis B (or signed waiver for Hepatitis B). SBBC shall obtain written consent from the parent or student age 18 or over before disclosing any student health information to the Clinical Facility.

19. Student Background Check. Clinical Facility requires students to complete and submit pre-clinical background/drug screen checks before patient care or clinical work commences. Clinical Facility's shall use the background/drug screen check company of its choice, and the background check may include County Criminal Records (Past 7 Years), Residency History Search, Social Security Alert, Nationwide Healthcare Fraud & Abuse Registry (OIG/GSA), and Nationwide Sexual Offender Registry. The drug screening will include THC, cocaine, opiates, PCP,

amphetamines, benzodiazepines, barbiturates, methaqualone, propoxyphene and methadone. The results of the background/drug checks will be provided to Clinical Facility. Clinical Facility may pay for the cost of the student background/drug screen checks at its sole discretion; provided, however, if Clinical Facility chooses not to bear the cost of the student background/drug checks, SBBC acknowledges and agrees that it shall provide Clinical Facility a comparable background check/drug screening for its students at the student's cost prior to any student's first day of externship at Clinical Facility. SBBC shall obtain written consent from the parent or student age 18 or over before disclosing any student background check/drug screen check information (including but not limited to results) to Clinical Facility.

20. Verification. SBBC warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer SBBC's students the opportunity to participate in the Program. If requested by Clinical Facility, SBBC will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. SBBC covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its faculty members shall continue to meet any and all federal, state, and local requirements.

21. Assumption of Risk. SBBC assumes the risks of (i) injury to property or persons (including SBBC's students) used or employed on or in connection with SBBC and its students' participation in the Program and (ii) damage or injury to any persons or property wherever located, resulting from any action or operation under the Agreement up to the limits referenced in Section 768.28, Florida Statutes.

22. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida, without regard to any choice of law provisions thereof. 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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

23. Assignment. Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, Clinical Facility may assign the Agreement pursuant to a sale of all or substantially all of its assets, or due to operation or law or other change of control.

24. Term and Termination of Agreement. Unless terminated earlier, pursuant to this Section of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on October 1, 2019, and may by mutual written agreement be renewable for two (2) additional one (1) year periods. Either Party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other Party of its intention to terminate.

25. Survival. Sections 7, 8, 9 (relating to Confidentiality and Privacy) 21 (relating to Assumption of Risk) shall survive any termination or expiration of this Agreement. Termination or expiration of this Agreement will not affect either party's liability for any breach of this Agreement such party may have committed before such termination or expiration.

26. Counterparts. The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which constitute only one Agreement.

27. Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY LAW, SBBC AND CLINICAL FACILITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. Notices. Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten days after mailing. Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A Party may change its address for purposes of this paragraph by giving the other Party written notice of a new address in the manner set forth above.

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

With a Copy to: Principal
Atlantic Technical College
The School Board of Broward County, Florida
4700 Coconut Creek Parkway
Coconut Creek, Florida 33063

To Clinical Facility: Pacific Dental Services, LLC
17000 Red Hill Avenue
Irvine, CA 92614
Attn: Jennifer Bryant, Esq.

29. Severability. Wherever possible, each provision of this Agreement will be interpreted in a manner to be effective and valid, but if any provision is held to be invalid or unenforceable by anybody of competent jurisdiction, then such provision will be ineffective only to the extent of such invalidity or unenforceability, without invalidating or affecting in any manner the remainder of such provision or the other provisions of this Agreement.

30. Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.

31. 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.

32. Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Clinical Facility shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Clinical Facility shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Clinical Facility shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Clinical Facility does not transfer the public records to SBBC. Upon completion of the Agreement, Clinical Facility shall transfer, at no cost, to SBBC all public records in possession of Clinical Facility, PA or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Clinical Facility transfer all public records to SBBC upon completion of the Agreement, Clinical Facility shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Clinical Facility keeps and maintains public records upon completion of the Agreement, Clinical Facility shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, Requel.bell@browardschools.com RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

33. 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 State of Florida to be sued by third parties in any matter arising out of any contract.

34. 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 pursuant to Section 26.

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

36. Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

38. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

39. 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.

40. Recitals. The parties agree that the above stated recitals are true and correct and the at such recitals are incorporated herein by reference.

41. 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 parties have entered into this Extern Agreement as of the date first set forth above.

PACIFIC DENTAL SERVICES, LLC:

By: [Signature]

(Corporate Seal)

Name: Judith Forsythe

ATTEST: Secretary,

Title: Director

Date Signed: 12/21/17

OR

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF TN

COUNTY OF Sumner

The foregoing instrument was acknowledged before me this 21 day of December, 2017 by Judith Forsythe of Pacific Dental Services LLC, on behalf of the corporation/agency.

He/She is personally known to me or produced TNIDC 138175898 as
Type of Identification

identification and did/did not first take an oath.

My Commission Expires: 5-22-19



[Signature]
Signature – Notary Public

Jennifer West
Printed Name of Notary

Notary's Commission No.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Nora Rupert, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: West Sunrise Dentistry, PA
Date: 2017.11.13 13:26:31 -05'00'

Office of the General Counsel

EXHIBIT A

SUPPORTED OFFICES OF PACIFIC DENTAL SERVICES, LLC

Office	Phone No.	Address	City	Zipcode
Doctor Phillips Modern Dentistry	(407)205-0246	8015 Turkey Lake Rd, Ste 300	Orlando	32819
Lady Lake Smiles Dentistry	(352)282-4785	870 N US Hwy 27, Ste A	Lady Lake	32159
Nona Dentists	(407)627-1235	12711 Narcoossee Rd, Bldg B, Ste 100	Orlando	32832
Wildwood Dentists	(352)418-3041	4675 E SR 44, Ste 104	Wildwood	34785
Clermont Smiles Dentistry	(352)360-7274	900 Hooks St, Ste 100	Clermont	34711
Mount Dora Modern Dentistry	(352)270-3015	17365 US Hwy 441	Mount Dora	32757
Lake Mary Modern Dentistry	(407)547-1359	3779 Lake Emma Rd	Lake Mary	32746
Lakeland Modern Dentistry	(863)216-5765	4620 S Florida Ave, Ste 120	Lakeland	33813
Viera Modern Dentistry	(321)203-5251	2328 Citadel Wy, Ste 101	Melbourne	32940
Weston Modern Dentistry	(954)248-2895	280 Indian Trace, Ste A	Weston	33326
Miami Shores Modern Dentistry	(786)310-4816	9503 NE 2nd Ave	Miami Shores	33138
Coral Springs Modern Dentistry	(954)314-8343	5810 Wiles Rd	Coral Springs	33067
Davie Modern Dentistry	(954)248-2742	5796 S University Dr, Ste 102	Davie	33328
Fontainebleau Dentistry	(786)418-3074	9971 W Flagler St, Ste 220	Miami	33174
West Pines Modern Dentistry	(786)204-0713	18312 Pines Blvd	Pembroke Pines	33029
Oakland Park Modern Dentistry	(954)261-5665	1005 E Commercial Blvd	Oakland Park	33334
Pinecrest Dentistry	(305)330-9882	13623 S Dixie Hwy, Ste 147	Palmetto Bay	33176
West Sunrise Dentistry	(954)648-2414	9310 W Commercial Blvd	Sunrise	33351