

CLINICAL AFFILIATION AGREEMENT
for the
MENTAL HEALTH TECHNICIANS PROGRAM
between
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
and
CORRECT CARE, LLC

This Agreement, dated the _____ day of _____, 2018 (the "Effective Date"), is by and between The School Board of Broward County, Florida ("SBBC") with its principal address as 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and Correct Care, LLC ("CCLLC"), with its principal address as 1283 Murfreesboro Road, Suite 500, Nashville, Tennessee 37217, for the purpose of allowing students of SBBC studying to be a Mental Health Professional (the "Students") to engage in a clinical externship experience (the "Program") at the South Florida State Hospital ("Facility"), a correctional facility in which CCLLC administers healthcare services.

In consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCLLC and the SBBC agree as follows:

1.0 Responsibilities of CCLLC

1.1 CCLLC shall provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives, as mutually established by SBBC and CCLLC, in accordance with SBBC's academic calendar.

1.2 CCLLC shall designate appropriate personnel to coordinate the Students' clinical learning experience in the Program. It is understood that the Students do not replace CCLLC personnel or Facility staff.

1.3 CCLLC shall retain responsibility for all aspects of treatment and care of patients in the Facility. The ultimate decision for the care and treatment of all patients admitted to the Facility shall remain exclusively with CCLLC.

2.0 Responsibilities of SBBC

2.1 SBBC, through its designees, after consultation with CCLLC, shall plan and oversee the Program. SBBC shall retain ultimate responsibility for the Students' grades, evaluations and discipline.

2.2 SBBC shall provide and maintain the records necessary for conducting the Students' clinical learning experience as cited in Section 2.4.

2.3 SBBC shall provide CCLLC with an annual announcement or description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of SBBC.

2.4 **SBBC Disclosure of Education Records.**

(a) SBBC will provide CCLLC the following education records: student educational plan, results of an annual physical, all immunizations, drug screen and criminal background check.

(b) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing to the education records listed above.

2.5 **CCLLC Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, CCLLC shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of a student or a student age 18 or older provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and provide same list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the student's records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at

privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC Staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC as a contact in resolving obligations, associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once that media is no longer in use by termination of this Agreement or by disuse and/or disposal of the equipment; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of the SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) CCLLC shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or obligations existing under this Agreement.

3.0 Application of Facility's Rules & Procedures

3.1 It is understood that the Students and SBBC faculty, during clinical training at Facility, will be under the jurisdiction of Facility and CCLLC officials for training purposes and that such persons will be subject to the rules and policies of CCLLC and the Facility related to security and clinical training.

3.2 SBBC will require Students and faculty to comply with Facility's and CCLLC's policies and procedures, including, but not limited to, matters relating to: conduct, such as dress code; OSHA safety requirements; HIPAA regulations pertaining to use and disclosure of individually identifiable information; and security procedures. CCLLC will provide to SBBC, a copy of its and the Facility's applicable policies and procedures, prior to the beginning of any covered academic year. SBBC will treat such policies and procedures as confidential and proprietary in nature and not disseminate same to anyone other than the parties to this Agreement. Facility and CCLLC policies and procedures will be available for Students to review while onsite at the Facility, and SBBC shall ensure Students maintain the confidentiality of such policies and shall be responsible for any violation of the same.

3.3 SBBC shall ensure that the Students comply with the health requirements of the Facility and CCLLC. SBBC shall require each Student to provide written confirmation of compliance with each health requirement prior to the Student's clinical training at Facility. CCLLC shall provide SBBC with a copy of the relevant health requirements. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes the results of an annual physical, all immunizations, drug screen and criminal background check) to CCLLC.

3.4 SBBC shall require Students to submit information to CCLLC that is necessary for CCLLC to perform a criminal background check prior to clinical training at Facility. CCLLC and the Facility shall have ultimate authority to approve or deny a student admission to the Facility. SBBC shall obtain written consent from the parent or student age 18 years or over prior to disclosing these records to CCLLC.

4.0 Student and Faculty Status

4.1 Student eligibility in the Program shall be determined by SBBC. SBBC will require each Student, prior to participating in the clinical experience at Facility, to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety and immunization requirements; and 4) required documentation.

4.2 Solely for the purpose of HIPAA requirements that relate to the use and disclosure of protected health information of patients at the Facility, Students and SBBC faculty are defined as members of CCLLC's workforce, as that term is defined by 45

CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program are not employees or agents of the Facility or CCLLC.

5.0 Student Removal

5.1 Facility or CCLLC may recommend to SBBC the withdrawal of a Student from the Program for reasonable cause in the sole discretion of CCLLC and the Facility.

5.2 SBBC shall withdraw a Student from the Program at the Facility if instructed to do so by CCLLC or the Facility; however, CCLLC shall first consult with the SBBC in good faith to discuss alternatives to expulsion and withdraw.

5.3 Facility and CCLLC each reserves the right, exercisable in its discretion, to immediately exclude or expel any Student from the Facility in the event that such person's conduct or state of health is deemed objectionable or detrimental to the safe and secure administration of Facility.

6.0 Term and Termination

This Agreement shall begin on the date it is fully executed by both parties and conclude on December 1, 2020. Students participating in the Program at the end of such notice period shall have the opportunity to complete their clinical experience at the Facility so long as the insurance required under Section 8.0 for such Student remains in effect; during such extension all provisions of this Agreement shall remain in full force and effect.

7.0 Non-Discrimination

CCLLC and SBBC agree that they will not discriminate against any individual on the basis of age, sex, race, creed, color, national origin, religion, disability, or veteran status.

8.0 Insurance and Indemnification

8.1 SBBC shall submit to CCLLC a copy of a policy or Certificate of Insurance, indicating that SBBC has general liability insurance, including coverage for any acts of negligence of its students or faculty in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. SBBC shall also provide coverage for property damage in the minimum amount of \$100,000 per occurrence and up to \$500,000 per occurrence. SBBC shall also ensure that students in the program have obtained Student Malpractice Insurance with liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year prior to commencing the program. Said policies shall name CCLLC as an additional insured, and shall provide proof that the insurance company will not cancel said policy of insurance without providing the Director of Insurance of CCLLC thirty (30) days advance written notice thereof. CCLLC is not responsible for providing workers' compensation coverage to SBBC or the students or for any injuries occurred while arising out of any student's participation in the program. If such coverage is required by law, SBBC will be responsible for acquiring it and ensuring it is in

place for any person from SBBC who provides services hereunder. Neither CCLLC nor State of Florida, Department of Children and Families is responsible for providing workers' compensation coverage to the SBBC or the Students for any injuries incurred from Student's participation in the Program. If such coverage is required by law, SBBC will be responsible for acquiring it and ensuring it is in place.

8.2 Up to the limits referenced in Section 768.28, Florida Statutes, SBBC hereby indemnifies and holds CCLLC harmless from and against any liability claim, loss, suit or cost, including attorney fees, which arise out of the acts or omissions of SBBC, its faculty or students, including but not limited to any actions brought against CCLLC and any faculty or students, whether past or present, of SBBC, and third parties.

8.3 CCLLC hereby indemnifies and holds SBBC and its faculty or students harmless from and against any liability claim, loss, suit or cost, including attorney fees, which arise out of the acts or omissions of CCLLC, its employees and officers, including but not limited to, any actions brought against SBBC, by any employee, officer or agent of CCLLC and any third parties.

9.0 Non-Assignment and Subcontracting

No party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of the other party.

10.0 Entire Agreement; Modification

This Agreement, including attachments, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11.0 Governing Law and Venue

This Agreement shall be governed by and construed under the laws of 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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or exclusively to the jurisdiction of the Southern District of Florida. CCLLC agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over CCLLC.

12.0 Representation of Authority

Each of the parties that has executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and

represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

13.0 Notice

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, Federal Express, or by U.S. Mail, certified, return receipt requested as follows:

CCLLC: the address of CCLLC listed in the introductory paragraph, and, for CCLLC, addressed with "Attention: General Counsel"

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

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

14.0 Severability and Waiver

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

15.0 General Conditions

15.1 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.

15.2 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.

15.3. 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.

15.4. 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.

15.5. 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 reasonable 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 or any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

15.6 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.

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

15.8 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 performable in Broward County, Florida.

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

15.10 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.

15.11 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

15.12 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15.13 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.

15.14 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.

15.15 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.

15.16 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the Effective Date.

*REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE*

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

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: Correct Care, LLC (2)
Date: 2018.10.17 11:58:21 -04'00'

Office of the General Counsel

FOR CCLLC

(Corporate Seal)

CORRECT CARE, LLC

ATTEST:

By _____

_____, Secretary

[Signature]
-or-
Witness

[Signature]
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 Tennessee

COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 10th day of October, 2018 by Chris Bove of

Correct Care LLC, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced self as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 7.5.2021

[Signature]
Signature - Notary Public

Erika Cotton
Printed Name of Notary

7.5.2021
Notary's Commission No.

