

# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**COMMUNITY BLOOD CENTERS OF SOUTH FLORIDA, INC.**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
1700 North State Road 7  
Lauderhill, Florida 33313

**WHEREAS**, SBBC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the fields of service described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Agency has the clinical facilities necessary to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Program Purpose.** The education of the student shall be the primary purpose of the programs.

2.02 **Term of Agreement.** The term of this Agreement shall be for the period commencing on June 1, 2007 and concluding on May 31, 2009.

2.03 **Instruction and Curriculum.** SBBC shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures.

All faculty provided by SBBC shall be duly licensed, certified or otherwise qualified to participate in the program. Neither SBBC or any participating student or faculty member shall interfere with or adversely affect the Agency's operations or the Agency's provision of health care services.

2.04 **Substitute Instructors.** SBBC shall, at its sole expense, provide substitute instructors certified for Health Occupations Education in the event of teacher absence for clinical educational experiences or for the withdrawal of students from classroom activities.

2.05 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with the agency by telephone at any given time during which students are on the Agency's premises without supervision by an instructor.

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2.08 **Student-Teacher Ratio.** SBBC shall maintain the student-teacher ratios specified in Exhibit "B" which is attached hereto and incorporated herein by reference.

2.09 **Approval/Accreditation Status.** Through its administrators and faculty, SBBC shall maintain approval/accreditation status for those programs specified in Exhibit "C" which is attached hereto and incorporated herein by reference.

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the express prior written consent of the Agency. Participating students and faculty will be required by SBBC to execute a Confidentiality Statement substantially complying with the form attached hereto as Exhibit "D" and herein incorporated by reference. SBBC and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information. Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. SBBC shall immediately notify the Agency of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. SBBC will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the Agency and the imposition upon such third persons of the same duty to safeguard said information. SBBC's records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the Agency or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this Agreement.

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2.24 **Agency Accreditation/Licensure.** The Agency shall provide proof of its accreditation/licensure status to SBBC.

2.25 **Professional Liability Insurance Coverage.** SBBC shall provide the agency proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for each student and faculty member. Students shall be required to be covered by their own health or accident insurance.

2.26 **Agency Insurance.** The Agency maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the Agency if the Agency possesses sovereign immunity.

2.27 **Criminal Background Check and Drug Screening.**

All current and future health science students participating in a clinical experience at a hospital, nursing home or other clinical facility must take and successfully pass a criminal background check and a nine panel drug-screening test.

Students who are not "cleared" as a result of the background tests should understand that the final decision related to program entrance or retention will be rendered by the school district SIU department. Drug screening results indicating a possible misuse of drugs will also be used to deny program entrance or retention. Such results will be discussed with the student and the parent/guardian, if required.



**2.28 Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Agency: Agency agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Agency, its agents, servants or employees; the equipment of Agency, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Agency or the negligence of Agency's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Agency, SBBC or otherwise.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **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.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** 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.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **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.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise 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.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal and state laws, codes, rules and regulations including, without limitation, applicable SBBC policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

3.11 **Governing Law.** 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.

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

3.13 **Assignment.** Neither this Agreement or 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.

3.14 **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.

3.15 **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.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforcability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools (Interim) The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Career, Technical and Adult/Community Education The School Board of Broward County, Florida 600 Southeast Third Avenue – 11 <sup>th</sup> Floor Fort Lauderdale, Florida 33301
And a Copy to:	Curriculum Specialist Health Science Education 600 Southeast Third Avenue – 11 <sup>th</sup> Floor Fort Lauderdale, Florida 33301
To Agency:	<u>Mr. Steve Erjavec, Chief Financial Officer</u> Name of Agency <u>Community Blood Centers of South Florida, Inc.</u> Address <u>1700 North State Road 7</u> Address <u>Lauderhill, Florida 33313</u> Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **Excess Funds** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgements under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Beverly A. Gallagher, *Chair*

\_\_\_\_\_  
James F. Notter, *Interim*  
*Superintendent of Schools*

Approved as to Form:

  
\_\_\_\_\_  
*School Board Attorney*

**FOR AGENCY**

(Corporate Seal)

Community Blood Centers of South Florida, Inc.

Name of Agency

ATTEST:

By

Steven Erjavec

\_\_\_\_\_, Secretary

**STEVEN ERJAVEC**  
CHIEF FINANCIAL OFFICER  
COMMUNITY BLOOD CENTERS OF  
SOUTH FLORIDA, INC.

-or-

Witness

Witness

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

STATE OF Florida

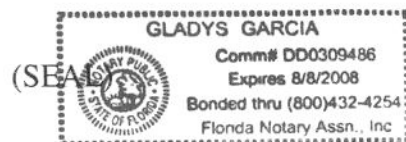
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2007 by Steven Erjavec of Community Blood Centers of So. FL, Inc. on behalf of the corporation/agency.

Name of Corporation or Agency  
He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/8/08

Gladys Garcia  
Signature – Notary Public



Gladys Garcia  
Printed Name of Notary

DD0309 486  
Notary's Commission No.

## **EXHIBIT A**

The School Board of Broward County through Health Science Education, is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

ALLIED HEALTH ASSISTING (SECONDARY)  
MEDICAL CODER/BILLER  
ELECTROCARDIOGRAPH TECHNOLOGY  
PHLEBOTOMY  
CENTRAL SERVICE TECHNOLOGY  
HEALTH UNIT COORDINATOR  
HEMODIALYSIS TECHNICIAN  
LICENSED PRACTICAL NURSING  
MASSAGE THERAPY  
MEDICAL ASSISTANT  
MEDICAL RECORDS TRANSCRIBING  
MEDICAL LAB TECHNOLOGY  
OPTOMETRIC TECHNICIAN  
PATIENT CARE TECHNICIAN  
PHARMACY TECHNICIAN  
SURGICAL TECHNOLOGY  
FIRST RESPONDER  
EMERGENCY MEDICAL TECHNICIAN

## **EXHIBIT B**

Maintain the following student teacher ratio for:

- |   |      |
|---|------|
| • Allied Health Assisting Program (Secondary) | 20:1 |
| • Patient Care Assistant Program              | 12:1 |
| • Practical Nursing Program                   | 12:1 |

## **EXHIBIT C**

Through administrators and faculty maintain approval/accreditation status for:

- Practical Nursing Program (PN)  
Florida Board of Nursing Approval (BON)  
National League for Nursing Accreditation (NLN)

## EXHIBIT D

### CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida ("SBBC") and \_\_\_\_\_ ("Agency"), to keep confidential any information regarding Agency patients, as well as all confidential information of Agency. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Agency, except as required by law or as authorized by Agency. The undersigned agrees to comply with any patient information privacy policies and procedures of School and Agency. The undersigned further acknowledges that he or she has viewed a videotape regarding Agency's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Agency's and School's privacy policies and procedures and privacy practices. The undersigned acknowledges its responsibility as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and agrees to comply with all of the requirements as contained in HIPAA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

## AGREEMENT

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(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BROWARD NURSING AND REHABILITATION CENTER LLC**

**d/b/a BROWARD NURSING AND REHABILITATION**

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whose principal place of business is  
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2.26 **Agency Insurance.** The Agency maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the Agency if the Agency possesses sovereign immunity.

2.27 **Criminal Background Check and Drug Screening.**  
All health science education students at Atlantic, McFatter and Sheridan Technical Centers, as well as the practical nursing students at Blanche Ely High School who participate in a clinical experience at a hospital, nursing home or other clinical facility, must take and successfully pass a criminal background check and a nine panel drug screening test. In accordance with the reemployment regulations and guidelines of the hospital, nursing home or clinical facility, students may be denied program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian, if required.

2.28 **Indemnification.**  
A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Agency: Agency agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Agency, its agents, servants or employees; the equipment of Agency, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Agency or the negligence of Agency's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Agency, SBBC or otherwise.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **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.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** 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 of non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **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.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise 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.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach



of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal and state laws, codes, rules and regulations including, without limitation, applicable SBBC policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

3.11 **Governing Law.** 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.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.14 **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.

3.15 **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.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools (Interim)  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to:

Director  
Career, Technical and Adult/Community Education  
The School Board of Broward County, Florida  
600 Southeast Third Avenue – 11<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

And a Copy to: Curriculum Specialist  
Health Science Education  
600 Southeast Third Avenue – 11<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To Agency: Mr. John Hymans, Administrator  
Name of Agency  
Broward Nursing & Rehabilitation Center  
Address  
1330 South Andrews Avenue  
Address  
Fort Lauderdale, Florida 33316  
Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Beverly A. Gallagher, *Chair*

\_\_\_\_\_  
James F. Notter, Interim  
*Superintendent of Schools*

Approved as to Form:

  
\_\_\_\_\_  
*School Board Attorney*

**FOR AGENCY**

(Corporate Seal)

Broward Nursing & Rehabilitation Center  
Name of Agency

ATTEST

By John Hymans MAH-BARC, LLC  
Mr. John Hymans, Administrator D.S.A. BARC

\_\_\_\_\_, Secretary

-or-

Sister Vito  
Witness

Sylvia  
Witness

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of  
MAY, 2007 by JOHN HYMAN of  
\_\_\_\_\_  
Broward Nursing & Rehab. Ctr. LLC Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.  
Name of Corporation or Agency

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

My Commission Expires: 4/29/08

Lenroy Smith  
Signature Notary Public

LENROY SMITH  
Printed Name of Notary

(SEAL)

DD 314759  
Notary's Commission No.



LENROY SMITH  
MY COMMISSION # DD 314759  
EXPIRES: April 29, 2008  
Bonded Thru Budget Notary Services



## **EXHIBIT A**

The School Board of Broward County through Health Science Education, is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

ALLIED HEALTH ASSISTING (SECONDARY)  
MEDICAL CODER/BILLER  
ELECTROCARDIOGRAPH TECHNOLOGY  
PHLEBOTOMY  
CENTRAL SERVICE TECHNOLOGY  
HEALTH UNIT COORDINATOR  
HEMODIALYSIS TECHNICIAN  
LICENSED PRACTICAL NURSING  
MASSAGE THERAPY  
MEDICAL ASSISTANT  
MEDICAL RECORDS TRANSCRIBING  
MEDICAL LAB TECHNOLOGY  
OPTOMETRIC TECHNICIAN  
PATIENT CARE TECHNICIAN  
PHARMACY TECHNICIAN  
SURGICAL TECHNOLOGY  
FIRST RESPONDER  
EMERGENCY MEDICAL TECHNICIAN

## **EXHIBIT B**

Maintain the following student teacher ratio for:

- |   |      |
|---|------|
| • Allied Health Assisting Program (Secondary) | 20:1 |
| • Patient Care Assistant Program              | 12:1 |
| • Practical Nursing Program                   | 12:1 |

## **EXHIBIT C**

Through administrators and faculty maintain approval/accreditation status for:


- Practical Nursing Program (PN)  
Florida Board of Nursing Approval (BON)  
National League for Nursing Accreditation (NLN)

## EXHIBIT D

### CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida ("SBBC") and Bicomed Nursing & Rehab. Ctr. LLC ("Agency"), to keep confidential any information regarding Agency patients, as well as all confidential information of Agency. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Agency, except as required by law or as authorized by Agency. The undersigned agrees to comply with any patient information privacy policies and procedures of School and Agency. The undersigned further acknowledges that he or she has viewed a videotape regarding Agency's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Agency's and School's privacy policies and procedures and privacy practices. The undersigned acknowledges its responsibility as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and agrees to comply with all of the requirements as contained in HIPAA.

Dated this 14 day of Nov, 2007.

  
Program Participant A.B.A. BVEL -

  
Witness