

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 8/19/08	Open Agenda ___ Yes <u> X </u> No	Time Certain Request ___ Yes <u> X </u> No	Agenda Item Number F-1
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TITLE: Continuation Agreements with Various Health Care Facilities

REQUESTED ACTION: Approve the continuation agreements between The School Board of Broward County, Florida, University Hospital and Medical Center and Sunrise Health & Rehabilitation Center.

SUMMARY EXPLANATION AND BACKGROUND: Health Science Education programs provide secondary and postsecondary career and technical students with clinical learning experiences through contractual agreements with hospitals, nursing homes, and other facilities.

The continuation agreements with University Hospital and Medical Center and with Sunrise Health & Rehabilitation Center will provide clinical experiences to Broward County Schools' Health Science Education students. On-site clinical experiences are necessary to meet curriculum frameworks, student performance standards, and requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.

The following Health Science Education programs are located at 21 high schools: Allied Health Assisting, Patient Care Assistant and Practical Nursing.

The following Health Science Education programs are located at the technical centers: Central Service Technology, Medical Coder/Biller, Electrocardiograph (Cardiovascular) Technology, Health Unit Coordinator, Hemodialysis Technician, Massage Therapy, Medical Assistant, Medical Records Transcribing, Medical Lab Technology, Optometric Technician, Patient Care Technician, Pharmacy Technician, Practical Nursing, First Responder, Emergency Medical Technician and Surgical Technology. Currently, The School Board of Broward County, Florida has 38 School Board approved agreements with various health care facilities.

University Hospital will sign off after School Board approval.

These agreements have been reviewed and approved as to form and legal content by the School Board Attorney.

SCHOOL BOARD GOALS:

- Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
- Goal Two: Improve the health and wellness of students and personnel.
- Goal Three: Provide a safe and secure physical and technological environment for all students and employees.
- Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
- Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
- Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
- Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT: There is no financial impact to the District.

EXHIBITS: (List)
 Agreement – University Hospital and Medical Center
 Agreement – Sunrise Health & Rehabilitation Center

BOARD ACTION: APPROVED	SOURCE OF ADDITIONAL INFORMATION: Sayra Hughes 754-321-2978 John Miracola 754-321-2647
(For Official School Board Records' Office Only)	Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Dr. Earlean C. Smiley, Deputy Superintendent
 Curriculum

Approved in Open Board Meeting on:

~~AUG 19 2008~~ **AUG 27 2008**

Rob Butler School Board Chair

By:
 Revised July 2008
 JFN:ECS/SVH/JJM/LG/DBorzillo

SCHOOL AFFILIATION AGREEMENT 27th

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 27th day of August, 2008 by and between The School Board of Broward County, Florida, hereinafter referred to as "School" and University Hospital, Ltd., d/b/a University Hospital & Medical Center, hereinafter referred to as "Hospital".

WITNESSETH:

WHEREAS, School offers to enrolled students a degree program in the field of Health Science Education; and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (i) Orientation of students to the clinical experience at Hospital;
- (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- (v) Supervision of students and their performance at Hospital;
- (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
- (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
- (viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

(b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.

- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by Florida law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment. Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records):
- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
- (f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(g) **Background Checks.** School shall, in a timely manner at either School's expense or the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. If School has students or staff/faculty on-site at Hospital prior to the execution of this Agreement, then School shall immediately conduct a retrospective background check on such persons. The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);
- (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer;
- (iv) Violent Sexual Offender and Predator Registry Search;
- (v) HHS/OIG List of Excluded Individuals/Entities;
- (vi) GSA List of Parties Excluded from Federal Programs;
- (vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
- (viii) Applicable State Exclusion List, if one.

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

Should the background check disclose adverse information as to any student and/or member of the staff/faculty, School shall immediately remove said student and/or member of the staff/faculty from participation in the Program at Hospital.

(h) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents,

representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

- (a) The initial term of this Agreement shall be **two (2) year(s)**, commencing on **August 1, 2008** and ending on **July 31, 2010**.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.
- (c) Hospital reserves the right to immediately remove from its premises any student or faculty member who behaves unprofessionally or poses an immediate threat or danger to its facilities, patients or personnel or to the quality of medical services. However, the parties agree that only the School can dismiss a student from the Program.

10. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. CAPTIONS.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

15. ASSIGNMENT; BINDING EFFECT.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: University Hospital, Ltd., d/b/a
University Hospital & Medical Center
7201 N University Drive
Tamarac, FL 33321
Attention: Chief Executive Officer

Copy to: HCA
One Park Plaza
Nashville, TN 37203
Attention: Operations Counsel

If to School: School Board of Broward County, Florida
600 SW Third Avenue, 11th Floor
Ft. Lauderdale, FL 33301
Attention: Curriculum Facilitator

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA REQUIREMENTS.

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

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. NO REQUIREMENT TO REFER.

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

**University Hospital, Ltd.,
d/b/a University Hospital & Medical Center**

By: 

Lee B. Chaykin
(Print Name)

Title: Chief Executive Officer

Date: 9.17.08

The School Board of Broward County, Florida

By: _____

(Print Name)

Title: _____

Date: _____

By: _____

(Print Name)

Title: _____

Date: _____

By: _____

(Print Name)

Title: _____

Date: _____

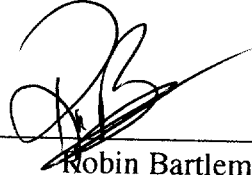
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

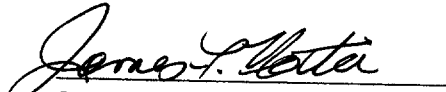
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By



Robin Bartleman, Chair



James F. Notter,
Superintendent of Schools

Approved as to Form and Legal Content



School Board Attorney

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at University Hospital, Ltd., d/b/a University Hospital & Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian if Program Participant is under 18/Print Name

Date

EXHIBIT B

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

Initial each to accept the Policy

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow Hospital's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian if Program Participant is under 18/Print Name

Date

AGREEMENT

THIS AGREEMENT is made and entered into as of this 27th day of August, 2008, 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

SUNRISE HEALTH & REHABILITATION CENTER

(hereinafter referred to as "Agency"),
whose principal place of business is
4800 Nob Hill Road
Sunrise, Florida 33321

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 September 1, 2008 and concluding on August 31, 2010.

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.

2.06 **Course Materials.** Upon request, SBBC shall provide the Agency copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.07 **Educational Plan.** SBBC faculty will prepare an educational plan in conjunction with Agency staff prior to the placement of students with the Agency. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The faculty shall be responsible for maintaining cooperative relationships with Agency staff. The Agency shall provide opportunities for participating students to observe and assist in various aspects of patient care.

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.

2.10 **Facility Availability.** If applicable, the Agency shall make the operating room suite available to Surgical Technology Students and central supply areas available to students participating in the program for clinical educational experiences. The Agency shall provide locker space for participating students who will be required to furnish their own locks.

2.11 **Supervision of Clinical Experiences.** Students participating in the Allied Health Assisting Program (Secondary) Program for clinical educational experiences directly related to patient care shall be supervised by SBBC through a certified instructor.

2.12 **Faculty Orientation.** The Agency shall provide an orientation for SBBC faculty prior to the commencement of the students' clinical educational experiences.

2.13 **Student Evaluation.** Upon the request of SBBC, the Agency shall assist in the evaluation of student performance. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. The Agency shall be responsible at all times for patient care.

2.14 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of Agency and/or its

patients and shall not disclose or reveal any confidential information to any third party without 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.

2.15 **Number of Assigned Students.** SBBC and the Agency agree that the determination of the number of students to be assigned to the Agency shall be a mutual decision based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the program.

2.16 **Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on the Agency's premises.

2.17 **Students are Not Agency Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the Agency. Students shall be considered employees, servants, agents or volunteers of SBBC.

2.18 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the Agency as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Agency's staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

2.19 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the Agency does not meet the professional educational requirements and standards of SBBC. The Agency reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the Agency as determined by the Agency, following collaboration with SBBC personnel. The Agency reserves the right to immediately remove from its premises any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services. However, the parties agree that only SBBC can dismiss a student from program participation.

2.20 **Infectious Diseases and Student Immunizations.** SBBC shall advise students of the risk of infectious diseases and that the Agency is not responsible for exposure to infectious diseases that occur beyond their reasonable control. SBBC shall verify that students have

received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis. SBBC shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

2.21 **Personal Property.** The Agency shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.22 **Participant's Medical Care.** SBBC and/or the students participating in the program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at the Agency's premises. In no event shall the Agency be financially or otherwise responsible for said medical care and treatment.

2.23 **Emergency Health Care Services.** The Agency shall provide immediate emergency health care services to faculty and students participating in the program in the event of accidental injury or illness while on the Agency's premises. At the time of providing such services, the Agency shall accept assignment of the affected individual's insurance policy. The Agency shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

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
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 – 11th Floor
Fort Lauderdale, Florida 33301

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

To Agency: Mr. Louis Perez, Administrator
Name of Agency
Sunrise Health Center & Rehabilitation Center
Address
4800 Nob Hill Road
Address
Sunrise, Florida 33321
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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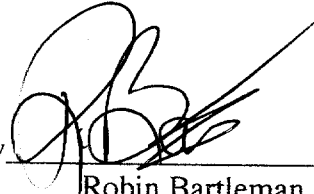
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

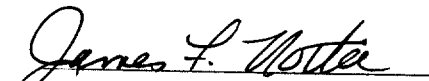
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:


By



Robin Bartleman, *Chair*


James F. Notter,
Superintendent of Schools

Approved as to Form and Legal Content


School Board Attorney

FOR AGENCY

(Corporate Seal)

Sunrise Nursing & Rehab

Name of Agency

ATTEST:

By

[Signature]

_____, Secretary

-or-

Robin Reimers

Witness

[Signature]

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 25th day of

June, 2008 by Louis Perez of

Name of Person

Sunrise Health + Rehab Center, 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:

Doris M Peterson

Signature - Notary Public

Doris M Peterson

Printed Name of Notary

DD391029

Notary's Commission No.

(SEAL)

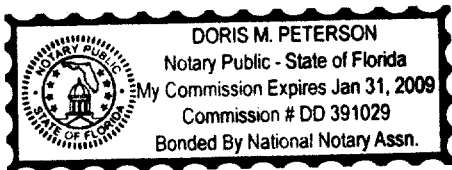


EXHIBIT A

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 (Sterile Processing Technician)
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 (NLNAC)

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 ("HIPPA"), and agrees to comply with all of the requirements as contained in HIPAA.

Dated this _____ day of _____, 20_____.

Program Participant

Witness