

AGREEMENT BETWEEN THE  
STATE OF FLORIDA, DEPARTMENT OF HEALTH,  
BROWARD COUNTY HEALTH DEPARTMENT  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

This agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a district hereinafter referred to as SCHOOL, and the STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT, hereinafter referred to as AGENCY, for the provision of learning opportunities in the health care profession as per this Agreement.

WHEREAS, SCHOOL is in the business of educating students while at the same time providing practical guidance for said students in order that they may pursue their fields of choice; and

WHEREAS, the SCHOOL wishes to have students participate in an internship providing them with practical experience; and

WHEREAS, the AGENCY has the facilities and staff to provide learning opportunities in the health care profession; and

WHEREAS, the AGENCY deals with promoting the health and safety of all Floridians; and

WHEREAS, the parties wish to cooperatively provide students with practical and necessary experience.

WHEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, SCHOOL and AGENCY agree as follows:

ARTICLE I  
SCHOOL RESPONSIBILITIES

1. To provide the syllabus for this internship that shall become a part of this agreement through the student to the Senior Leader within five business days of the student's actual start.
2. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of students.
3. To be responsible for the quality of care rendered to the clients while the student is assigned to the client.
4. To work in accordance with all of the AGENCY procedures, policies, protocols, rules and regulations in making plans for observation and/or practice in clinic work at the AGENCY facility.
5. Where necessary and/or appropriate, to provide necessary books, periodicals, and teaching materials for its education program.

6. To submit to the AGENCY a schedule indicating the number and names of students who will be participating and the name of the assigned faculty member that will supervise the students during their participation.
7. To plan student assignments in consultation with a representative of the AGENCY.
8. To designate a contact person for evaluation and scheduling of student participation and otherwise to be a facilitator of communication between the parties.
9. To provide direct supervision of students whenever students are at the AGENCY or will provide indirect supervision for students engaged in a mutually agreeable internship experience with a supervisor at the AGENCY.
10. To initiate and/or participate in group conferences as mutually agreed upon with a designee of the AGENCY for the purpose of discussing objectives of the learning experience and student performances in caring for clients.
11. To provide background screening for eligible students and to verify in writing to the AGENCY that the student has met the level 2 background screening requirements at least seven (7) days prior to student's commencing internship on site at AGENCY.

ARTICLE II  
AGENCY RESPONSIBILITIES

1. To provide students accepted into the program access to a planned supervised program of internship experience.
2. To provide designated staff members as internship supervisors for students.
3. To designate a contact person for evaluation and scheduling of student rotations and otherwise be a facilitator of communication between the parties.
4. To make available to the faculty and students of the SCHOOL the AGENCY facilities as agreed upon by both of the designated contact persons.
5. To retain overall responsibility for providing services to all clients in the area where students are assigned.
6. To remove from the intern program any student not comporting him/herself in accordance with the procedures, protocols, regulations, rules or statutes governing the AGENCY. If this should become necessary, the AGENCY will attempt to give the SCHOOL five (5) days notice unless the sole discretion of the Director/Administrator of the AGENCY immediate removal is necessary.
7. To provide the physical facilities, equipment, supplies and patients to supplement an educational program in accordance with the objective of providing clinical/intern experience to students in the Health Science Program.

ARTICLE III  
BACKGROUND SCREENING

1. Any student who participates in an internship under this Agreement must complete level 2 screening as provided in Chapter 435, Florida Statutes.
2. SCHOOL must disqualify any person from participation under this Agreement if SCHOOL finds that the student is not in compliance with the level 2 screening standards.
3. School must provide screening verification form (Exhibit A) through student to the Volunteer Services Coordinator at least seven (7) days prior to the student commencing the internship with AGENCY.
4. Under penalty of perjury, each student who participates in this internship program must attest to meeting the level 2 screening requirements for participation under the plan and agree to inform SCHOOL immediately if a court disposition is entered for any disqualifying offense while participating. SCHOOL agrees to notify Volunteer Services Coordinator immediately upon being notified by student that a court disposition has been entered for a disqualifying offense and Agency shall immediately remove student from intern program.
5. Students who will be one-time observers of clients with no direct client contact are not required to complete the background screening. The purpose of the observation rotation is to familiarize the student with the scope of clinical services and care coordination available. The school will have to both ensure that the students will maintain confidentiality and agree to indemnify for any wrongdoing.

ARTICLE IV  
INSURANCE AND INDEMNIFICATION

The parties agree to be fully responsible for their acts of negligence, or the agents' acts of negligence when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence to the extent allowed by law.

ARTICLE V  
MISCELLANEOUS

1. **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.  
  
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.
2. **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. **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.

**ARTICLE VI**  
**SECURITY AND CONFIDENTIALITY**

1. The SCHOOL shall assure the student will maintain confidentiality of all data, files, and client records relating to the services provided pursuant to this Agreement and shall comply with state and federal laws, including, but not limited to, Sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes. Procedures will be implemented by the SCHOOL to ensure the protection and confidentiality of all confidential matters the student observes. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the SCHOOL upon execution of this Agreement. The SCHOOL assures the student will adhere to any amendments to the AGENCY security requirements provided during the period of this Agreement. The SCHOOL will assure the student's compliance with any applicable professional standards of practice with respect to client confidentiality.
2. Where applicable, the SCHOOL and the AGENCY agree that they will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

**ARTICLE VII**  
**MODIFICATION AND AMENDMENT**

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 an authorized representative of both parties.

**ARTICLE VIII**  
**COMMUNICATION**

All communication with the AGENCY regarding this agreement should be to:

Volunteer Services Coordinator  
Broward County Health Department  
780 S.W. 24<sup>th</sup> Street  
Ft. Lauderdale, FL 33315  
Telephone:(954) 467-4700 Extension 4015  
Fax: (954) 713-3106

All communication with the SCHOOL regarding this agreement should be made to:

Debbie Borzillo  
Health Science Education  
The School Board of Broward County, Florida  
Sawgrass Technology Park  
1643 North Harrison Parkway  
Sunrise, FL 33323  
(754) 321-8240

ARTICLE IX  
TERM AND TERMINATION

1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall continue for a period of one (1) year from that date and shall be automatically renewed for a one (1) year consecutive term unless either party requests in writing a change of the termination date of this Agreement.
2. This Agreement may be terminated by either party by submitting notice of such intent in writing at least thirty (30) days in advance.

**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 School: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Ft. Lauderdale, FL 33301

With a Copy to: Director  
Career, Technical and Adult/Community  
Education  
The School Board of Broward County, Florida  
Sawgrass Technology Park  
1643 North Harrison Parkway  
Building H  
Sunrise, FL 33323

And a Copy to: Curriculum Specialist  
Health Science Education  
The School Board of Broward County, Florida  
Sawgrass Technology Park  
1643 North Harrison Parkway  
Building H  
Sunrise, FL 33323

To Agency: Volunteer Services Coordinator  
Broward County Health Department

780 Southwest 24<sup>th</sup> Street  
Ft. Lauderdale, FL 33315-2643

ARTICLE X  
AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has the 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.

ARTICLE XI  
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICIALS.

SIGNATURES ON FOLLOWING 2 PAGES

**THE SCHOOL BOARD OF BROWARD COUNTY**

(Corporate Seal)

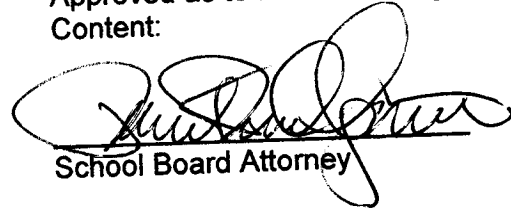
**THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA**

**ATTEST:**

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
James F. Notter  
Superintendent of Schools

Approved as to Form and Legal  
Content:

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

FOR AGENCY

(Corporate Seal)

STATE OF FLORIDA, DEPARTMENT OF HEALTH  
BROWARD COUNTY HEALTH DEPARTMENT

ATTEST:

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

By Paula M. Thaqi  
Paula M. Thaqi, M.D., MPH  
Director

or  
Susan Wasserman  
Witness

Saura Rabin  
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 7<sup>th</sup> day of

December, 2010 by Paula M. Thaqi of  
Name of Person

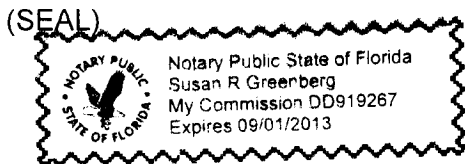
BC HD, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

As identification and did/did not take an oath.

My Commission Expires:

Susan R Greenberg  
Signature - Notary Public



\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

Exhibit A

Date: \_\_\_\_\_

Re: Screening Verification

Volunteer Services Coordinator  
Broward County Health Department

Attention Volunteer Services Coordinator:

Please be advised that our student, \_\_\_\_\_ has met Level 2 background screening requirements pursuant to Chapter 435, Florida Statutes and is cleared to intern at the Broward County Health Department (BCHD). Per our affiliation agreement with Broward County Health Department,

Miss/Mrs./Ms/Mr. \_\_\_\_\_ (insert student name) agrees to inform the BCHD Volunteer Services Coordinator immediately if a court disposition is entered for any disqualifying offense while participating in this internship.

\_\_\_\_\_ (insert school name), hereinafter SCHOOL, shall immediately advise you upon being notified by student that a court disposition has been entered for a disqualifying offense and the Agency shall immediately remove the student from the intern program.

SCHOOL acknowledges and agrees that insurance coverage has been obtained on behalf of the student and that it is ultimately responsible for ensuring that the insurance coverage as set forth in the underlying Agreement to which this Exhibit pertains has been met and that there is coverage for the student in an amount not less than the amounts set forth in the Agreement.

Each person signing this Agreement on behalf of either party individually warrants that he or she has the 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

Sincerely,

\_\_\_\_\_  
(Signature Agreement Signatory)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

School/University Name: \_\_\_\_\_

## SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 9 day of January, 2011 by and between The School Board of Broward County, Florida, hereinafter referred to as "School" and Plantation General Hospital, L.P. d/b/a Plantation General Hospital, hereinafter referred to as "Hospital".

### W I T N E S S E T H:

WHEREAS, School offers to enrolled students an educational program in the Health Service Industry in the field of LPN and High School 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 Program Participants ("Program Participants") to the clinical experience at Hospital;
  - (ii) Provision of classroom theory and practical instruction to Program Participants prior to their clinical assignments at Hospital;
  - (iii) Continuing oral and written communication with Hospital regarding Program Participant performance and evaluation, absences and assignments of Program Participants, and other pertinent information;
  - (iv) Off-site supervision of Program Participants and their performance;
  - (v) Performance of such other duties as may from time to time be agreed to between School and Hospital;
  - (vi) Provision of adequate documentation attesting to competency of each

instructor.

- (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 \$1,000,000.00 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. 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 have been provided):
  - (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 Program Participants 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.** 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. No School faculty, employees, agents, or representatives, other than Program Participants, appear on-site at Hospital or access, receive, disclose, or undertake any activities, which involve Protected Health Information of Hospital's patients.
- (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 Program Participants 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 Program Participants 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 for 7 years;
  - (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);

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.

School will use the form attached hereto as Exhibit C to notify students assigned to the Program and members of the staff/faculty responsible for supervision and/or instruction that Hospital has a policy and practice of requiring background screenings, and will obtain a signed acknowledgement and consent for release in the form attached hereto as Exhibit C from each such person, including any already participating in the Program, consenting to the disclosure of both past and future background screenings to Hospitals.

School may attest in writing to Hospital that it owns a satisfactory report in lieu of providing a copy to Hospital by providing to Hospital a signed Attestation in the form attached hereto as Exhibit D. If School provides the Attestation in lieu of copies, School will permit Hospital to annually audit for compliance five percent (5%) or a minimum of (30) background screenings regarding Program Participants and members of the staff/faculty responsible for supervision and/or instruction. The Hospital shall provide the School with seven (7) days prior notice of its intent to audit the School's background screenings. All such audits shall be conducted at the School's facility.

Should the background check disclose adverse information as to any Program Participant 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.

Hospital performs (or has performed), at its cost, background investigations on individuals who provide clinical services at the facility, other than individuals who are solely privileged practitioners on the medical staff; individuals who provide clinical services under contract with Hospital; and individuals who have reason to be in contact with patients or members of the public at the facility (e.g. volunteers). The background investigation for all such individuals includes, social security number verification; criminal search (7 years or up to 5 criminal searches), employment verification to include reasons for separation and eligibility for re-employment for each employer for seven years (except for students younger than 21 years of age); violent sexual offender and predator registry search, OIG list of excluded individuals/entities; GSA list of parties excluded from Federal Programs, and U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN). Background investigation for

licensed or certified caregivers, finance personnel, and department managers, include, in addition to the foregoing, education verification (highest level); professional license verification; certification & designations check; professional disciplinary action search; Department of Motor Vehicle Driving history, based on responsibilities; and consumer credit report, based on responsibilities. Background investigations for all senior level management further include newspaper articles and clippings, and bankruptcy and Federal District Court searches.

- (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 the rotation and assignment schedule. 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) Program Participants 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 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, or when his or her background check, in Hospital's discretion, is unsatisfactory. 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 Program Participants 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 2 (two) year(s), commencing on Jan 9, 2011 and ending on Jan 9, 2013.
- (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 Program Participants currently enrolled in the Program at Hospital 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.

**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: Plantation General Hospital  
401 N.W. 42<sup>nd</sup> Avenue  
Plantation, FL 33317  
Attention: Chief Executive Officer

Copy to: HCA  
One Park Plaza, Building 1, 2-E  
Nashville, TN 37203  
Attention: Operations Counsel

If to School: Sawgrass Technology Park  
1643 North Harrison Parkway, Building H  
Sunrise Florida , 33323  
Attention: John Miracola

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.

Plantation General Hospital, L.P.  
d/b/a Plantation General Hospital  
By: HD&S Corp. Successor, Inc.-General Partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

(Corporate Seal)

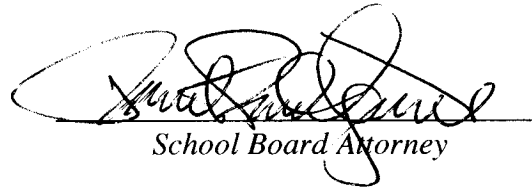
THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, *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 \_\_\_\_\_ ("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, birth date, 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. At a clinical site, Program Participants 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 or PHI is prohibited. Program Participants may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Program Participants 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 Program Participants. Program Participants are responsible and accountable for all work done under the associated access.

	7. Computer IDs or passwords may not be disclosed to anyone. Program Participant is prohibited from attempting to learn or use another person's computer ID or password.
	8. Program Participants 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

## **EXHIBIT C**

### **ACKNOWLEDEMENT AND CONSENT FOR RELEASE OF INFORMATION**

I have been informed that Hospital requires a background screening as a prerequisite for student placement, and for staff/faculty responsible for supervision and/or instructors of students.

The student background screening shall include, at a minimum, the following:

Social Security Number Verification;

Criminal Search (7 years or up to 5 criminal searches);

Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years;

Violent Sexual Offender and Predator Registry Search;

HHS/OIG List of Excluded Individuals/Entities;

GSA List of Parties Excluded from Federal Programs;

U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);

The staff/faculty background screening shall include, at a minimum, the foregoing, and additionally, the following:

Education verification (highest level);

Professional License Verification;

Certification & Designations Check;

Professional Disciplinary Action Search;

Department of Motor Vehicle Driving History, based on responsibilities;

Consumer Credit Report, based on responsibilities.

I hereby authorize School to conduct the background screening, and to disclose the results and copies of any background screening in School's possession to Hospital. I further authorize School to permit Hospital to review any background screenings. I understand that this information will otherwise be held confidential by

School and will not become a part of my student record.

I acknowledge that Hospital may make the determination, regarding specific background information, that would disqualify me from participating in the program, and that School is not involved in, and has no control over, that determination. I understand that if I am disqualified from participating in the clinical program as a result of the background screening, I may not be permitted to continue in the Medical Center Campus program in which I am enrolled.

I hereby sign this form voluntarily with the understanding that a background screening is a prerequisite to clinical placement in the program.

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Student Number: \_\_\_\_\_

(if applicable)

I have worked, resided or been a student in a State other than Florida, or a country other than the United States, during the past 24 months:

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name of State and County:

\_\_\_\_\_

\_\_\_\_\_  
Signature/Print Name

## **EXHIBIT D**

### **ATTESTATION OF SATISFACTORY BACKGROUND INVESTIGATION REPORT**

On behalf of School, I acknowledge and attest to Hospital that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation report is satisfactory in that it:

Verifies the Social Security Number

Contains a Criminal Search (7 years or up to 5 criminal searches)

Verifies Employment including reason for separation and eligibility for re-employment for each employer for 7 years

Contains a Violent Sexual Offender and Predator Registry Search

Verifies that the individual is not on the OIG List of Excluded Individuals/Entities

Verifies that the individual is not on the GSA List of Parties Excluded Individuals/Entities

Verifies that the individual is not on the U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);

And, if the individual is staff/faculty, further:

Verifies Education (highest level)

Verifies Professional License

Confirms Certification & Designations

Confirms Professional Disciplinary Action Search

Confirms Department of Motor Vehicle Driving History, based on responsibilities

Contains a Consumer Credit Report, based on responsibilities.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background screening.

Identified Individual Subject to the Background Investigation:

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Name

---

Address

---

Date of Birth

---

Social Security Number

School:

---

Printed Name

---

Signature

---

Title

---

Date