

# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, 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

**THE CITY OF LAUDERHILL,  
A FLORIDA MUNICIPAL CORPORATION**

(hereinafter referred to as "City" or "Agency"),  
whose principal place of business is  
5581 West Oakland Park Boulevard  
Lauderhill, Florida 33313

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

**WHEREAS**, the City 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 April 1, 2014 and concluding on March 30, 2017 unless earlier terminated by the parties.

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 City's operations or the City's provision of health care services.

2.04 **Substitute Instructors.** Not Applicable.

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

2.06 **Course Materials.** Upon request, SBBC shall provide the City 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 City staff prior to the placement of students with the City. 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 City staff. The City shall provide opportunities for participating students to observe and assist in various aspects of patient care.

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

2.09 **Facility Availability.** Not Applicable.

2.10 **Supervision of Clinical Experiences.** City personnel shall supervise students participating in the Emergency Medical Technician Program for clinical educational experiences directly related to patient care.

2.11 **Student Orientation.** The City shall provide an orientation for SBBC students prior to the student's commencement of the clinical educational experiences. Participating students and faculty will be required by City to execute a Hold Harmless Agreement substantially complying with the form attached hereto as **Exhibit "C"** and herein incorporated by reference. City reserves the right to deny acceptance or terminate continued participation in the Program to any student(s) that refuses to execute a Hold Harmless Agreement.

2.12 **Student Evaluation.** Upon the request of SBBC, the City 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 City shall be responsible at all times for patient care.

**2.13 Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of City 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 City. 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 City of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. SBBC's records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the City 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.

**2.14 Number of Assigned Students.** SBBC and the City agree that the determination of the number of students to be assigned to the City shall be at the discretion of the City, based on a variety of factors including, but not limited to, staff and space availability.

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

**2.16 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 City. Students shall be considered employees, servants, agents or volunteers of SBBC.

**2.17 No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the City as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to City'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.

**2.18 Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the City does not meet the professional educational requirements and standards of SBBC. The City 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 City as determined by the City, following collaboration with SBBC personnel. The City reserves the right to immediately remove from its premises, and to prohibit from future participation, any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

2.19 **Infectious Diseases and Student Immunizations.** SBBC shall advise students of the risk of infectious diseases and that the City is not responsible for exposure to infectious diseases. 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.

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

2.21 **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 City's premises. In no event shall the City be financially or otherwise responsible for said medical care and treatment.

2.22 **Emergency Health Care Services.** The City 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 City's premises. At the time of providing such services, the City and emergency health care facility shall accept assignment of the affected individual's personal or Broward County Schools Student Basic Accident insurance policy. The City shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

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

2.24 **Professional Liability Insurance Coverage.** SBBC shall provide the city 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.

2.25 **Agency Insurance.** The City 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 City if the City possesses sovereign immunity.

2.26 **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, Adult and Community Education  
The School Board of Broward County, Florida  
1701 NW 23 Avenue  
Fort Lauderdale, Florida 33311

And a Copy to: Curriculum Supervisor  
Health Science Education  
1701 NW 23 Avenue  
Fort Lauderdale, Florida 33311

To Fire Chief : Fire Chief  
City of Lauderhill  
1980 NW 56 Avenue  
Lauderhill, Florida 33313

To Chief EMS: Assistant Chief  
Name of Agency  
1980 NW 56 Avenue  
Address  
Lauderhill, Florida 33313  
Address

To City Attorney: City Attorney  
Name of Agency  
8850 W. Oakland Park Boulevard, Suite 101  
Address  
Sunrise, Florida 33351  
Address

To City Administrator: City Manager  
Name of Agency  
5581 W. Oakland Park Blvd.  
Address  
Lauderhill, Florida 33313  
Address

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

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



2.28 **Indemnification.** Each party 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. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.29 **Compliance with HIPAA** SBBC shall ensure that all of the students have received proper training with respect to the requirements of the Health Insurance Portability and Accountability Act 1996 ("HIPAA"). SBBC shall ensure that its faculty and students comply with all of the requirements of HIPAA, as provided in **Exhibit "E"** to this Agreement.

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

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

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

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC ~~under this Agreement~~ shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

3.12 **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.

3.13 **Governing Law and Venue.** 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.

3.14 **Entirety of 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.

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

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

3.17 **Incorporation by Reference.** Exhibits A, B, C, D and E attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the



scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

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

3.21 **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.

3.22 **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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Patricia Good , Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

 02/12/14  
Office of the General Counsel

**FOR AGENCY**

(Corporate Seal)

City of Lauderhill

Name of Agency

ATTEST:

Julio M Wilson

Secretary

By

Charles Faranda, City Manager

-or-

Indira Croshaw

Witness

Lisa Tolten

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 11<sup>th</sup> day of

February, 2014 by Charles Faranda of  
City of Lauderhill

Name of Person

, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

September 29, 2016

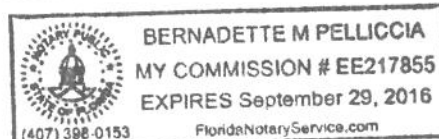
Bernadette Pelliccia  
Signature - Notary Public

Bernadette Pelliccia  
Printed Name of Notary

(SEAL)

EE217855

Notary's Commission No.



## **EXHIBIT A**

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

EMERGENCY MEDICAL RESPONDER	INTRODUCTION TO FIREFIGHTING
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## **EXHIBIT B**

Through administrators and faculty maintain approval/accreditation status for:

Firefighter 1, Bureau of Fire Standards and Training

First Responder, Florida Department of Health

**EXHIBIT "C"**

**CITY OF LAUDERHILL**  
**FIRE RESCUE DEPARTMENT**  
**RELEASE AND HOLD HARMLESS AGREEMENT**

IN CONSIDERATION for being allowed to enroll in and participate in The Fire Academy Firefighter 1 and First Responder Curriculum (hereinafter "Program"), I, \_\_\_\_\_, (hereinafter "Releasor" or "Participant"), the undersigned, does hereby unconditionally release, waive, and discharge the City of Lauderhill, it's Commission, public officials, members, agents, servants, employees, and volunteers (hereinafter collectively "CITY") from any and all liability, claims, demands, actions, causes of action, and damages, that I, my personal representatives, assigns, heirs, or next of kin may have for any loss, damage, or injury to person or property, whether caused by the negligence or otherwise of the CITY in connection with the Program. In addition, I agree to indemnify completely, the CITY against any and all claims, demands, and actions arising out of my actions or inaction in connection with the Program. This shall be binding upon myself and my heirs, executors, administrators, personal representatives and assigns and shall inure to the benefit of the CITY named herein collectively, together with its heirs, executors, administrators, personal representatives, assigns, and successors in office.

I hereby represent that I am in good health, I have no communicable diseases, and that I have no physical or medical condition that would interfere with my participation in the Program.

I have read and understand the conditions of the Program, I understand that I am proceeding at my own risk by participating in this Program and I hereby knowingly, freely and voluntarily assume all risks of loss, damage, injury or illnesses to me or my property, including death, which may be sustained in connection with the Program.

I hereby give the CITY the right to refuse or terminate my participation in the Program if the CITY has determined in its sole discretion that it is in the best interest of the CITY or the Participant. The City also has the discretion to remove Participant from the Program or to prohibit their continued participation in the Program due to behavior, conduct, activities, or other facts and circumstances if such action is deemed necessary by the CITY.

I have read this RELEASE AND HOLD HARMLESS AGREEMENT and fully understand that I have given up substantial rights on my behalf by signing this form and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent permitted by law and agree that if any portion of this RELEASE AND HOLD HARMLESS FORM is held to be invalid or unconstitutional, only that portion shall be voided and the remainder of this document shall continue in full legal force and effect.

In WITNESS WHEREOF, I have executed this Release and Hold Harmless Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Name of Releasor

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Releasor

**PARENT/GUARDIAN CONSENT**

I am the parent or legal guardian of \_\_\_\_\_, a minor, and I hereby approve and consent to the terms above. I affirm that I have the legal right to issue such consent on behalf of said minor.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Date \_\_\_\_\_



## EXHIBIT D

### CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida ("SBBC") and The City of Lauderdale, Florida ("Agency"), to keep confidential any information regarding Agency patients, as well as all confidential information of Agency. This includes all Protected Health Information (PHI). PHI is information which relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI may be oral (verbal), written, electronic (i.e. computer transmission, faxes) or any other form or medium. 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 laws, policies and procedures of School and Agency. The undersigned further acknowledges that he or she has viewed a videotape regarding Agency's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Agency's and School's privacy policies and procedures and privacy practices. The undersigned acknowledges its responsibility as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and agrees to comply with all of the requirements as contained in HIPAA.

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

PROGRAM PARTICIPANT:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
WITNESS

## **EXHIBIT E**

### **Health Insurance Portability and Accountability Act (HIPAA) of 1996**

The City and SBBC will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The City and SBBC recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the following:

1. That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
2. That each party will not use or disclose protected health information in a manner which would be prohibited use or disclosure if made by the other.
3. That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
4. That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
5. That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
6. That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.
7. Each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.
8. That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
9. That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.
10. That individuals who are the subject of disclosed protected health information are intended as third party beneficiaries of this contract provision.

11. That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.

12. That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.

13. That each party will limit the use and disclosures of protected health information to the minimum number of employees necessary by class of employee and type information to accomplish the permitted use of the information.

14. That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.

15. That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.