

**AFFILIATION AGREEMENT
THE SCHOOL BOARD OF BROWARD COUNTY FLORIDA**

THIS AFFILIATION AGREEMENT (the "Agreement") is made and entered into on this 1 day of April 2014 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, (the "SCHOOL"), and GEO Care, LLC. ("GEO Care"), a Florida limited liability company, which operates the South Florida State Hospital, (the "FACILITY").

WITNESSETH:

WHEREAS, SCHOOL, in its educational program for the development of Mental Health Technicians, has responsibility for the training of students who require clinical education in various medical and health related disciplines to complete their professional development; and

WHEREAS, the Mental Health Technician Program will be enhanced because of opportunities for faculty and students to participate in patient care and administrative responsibilities through the cooperative efforts of GEO Care and the SCHOOL; and

WHEREAS, GEO Care is willing to provide such opportunities for participation in patient care and administrative responsibilities to the SCHOOL's Mental Health Technician students; and

WHEREAS, the purpose of this Agreement is to establish a mutually beneficial affiliation between the SCHOOL and GEO Care by providing the SCHOOL's Mental Health Technician students educational experience at the FACILITY to enhance the development of such STUDENTS in the attainment of their professional goals;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SCHOOL RESPONSIBILITIES

1. The SCHOOL shall assign certain student(s) (the "STUDENT(S)") to the FACILITY for purposes of clinical rotation as part of the SCHOOL's Mental Health Technician Program. The number of STUDENTS to be assigned shall be determined by mutual agreement of the parties from time to time.
2. The SCHOOL shall provide to the FACILITY the current curriculum and the rotation syllabus with course objectives of the SCHOOL's Mental Health Technician Program, as well as all forms regarding rotation experience and instructions for completion of these forms.
3. The SCHOOL shall inform STUDENTS that they must comply with GEO Care's and the FACILITY's health requirements before beginning clinical rotations at the FACILITY.
4. The SCHOOL shall inform STUDENTS that they must comply with GEO Care's and the FACILITY's policies and procedures at all times during the term of this Agreement.

5. The SCHOOL shall designate academically qualified professionals who are members of its faculty to function as instructors for STUDENTS.
 - a. Meet with STUDENTS on the first day of clinical rotations to review educational objectives for each STUDENT's rotations; and (ii) review GEO Care and FACILITY policies and procedures.
 - b. Introduce STUDENTS to key clinical and auxiliary personnel at the FACILITY.
 - c. Provide clinical instruction in accordance with the SCHOOL's clinical objectives and the availability of patients and other clinical resources at the FACILITY.
 - d. Coordinate patient care assignments and any other experiences conducive to student learning with the nursing staff. The clinical instructor will supervise the student in learning activities and be available to the student for instruction. The clinical instructor will be available to the nursing staff for consultation regarding any student issues.
 - e. Provide each STUDENT with frequent feedback on his/her clinical and professional performance, and formally review each STUDENT's progress at mid-rotation.

GEO CARE RESPONSIBILITIES

At a mutually agreeable time and date, GEO Care shall permit the SCHOOL's faculty to visit the FACILITY for purposes of ascertaining that the SCHOOL's educational objectives for each STUDENT's rotation are met at FACILITY.

1. GEO Care shall make available to the SCHOOL a current set of the FACILITY's policies and procedures prior to the beginning of STUDENT rotations pursuant to this Agreement.
2. GEO Care shall permit representatives of the SCHOOL's accrediting bodies to visit the FACILITY.
3. GEO Care shall make available its cafeteria, classrooms, and library facilities, if any, to STUDENTS while they are assigned to the FACILITY.
4. GEO Care shall be responsible for arranging immediate emergency care of STUDENTS, at the STUDENT's sole cost, in the event of injury or illness.
5. GEO Care shall orient the STUDENTS as to applicable GEO Care and FACILITY policies and procedures.

INSURANCE

The SCHOOL shall maintain professional liability insurance for itself and the STUDENTS in an amount no less than One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) annual aggregate. The SCHOOL also agrees to maintain commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) annual aggregate. A certificate of insurance evidencing these coverages shall be furnished to the FACILITY prior to the arrival of the first student at the FACILITY. The certificate shall provide for thirty (30) days prior written notice to GEO Care upon any cancellation or material change in coverage.

STUDENT WORK AND CONDUCT

The parties agree that in the event conflicts or problems arise related to the clinical rotation of any STUDENT pursuant to this Agreement, GEO Care shall immediately contact the Program's Director by telephone and by written notice. In the event a resolution cannot be achieved satisfactory to both parties, GEO Care reserves the right to request withdrawal of any STUDENT whose work or conduct is not in full accord with the FACILITY's standards of performance. Notwithstanding the foregoing, nothing herein shall prevent GEO Care from denying access to the Facility to any STUDENT or Faculty member who is in violation of any GEO Care or Facility policy or procedure or applicable law.

HIPAA COMPLIANCE:

SCHOOL agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). SCHOOL agrees not to use or further disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. SCHOOL will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. SCHOOL will promptly report to FACILITY any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which SCHOOL becomes aware. If SCHOOL contracts with any agents to whom SCHOOL provides PHI, SCHOOL will include provisions in such agreements whereby the SCHOOL and agent agree to the same restrictions and conditions that apply to SCHOOL with respect to uses and disclosures of PHI. SCHOOL will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. The parties acknowledge that the PHI, including but not limited to medical records, laboratory tests and radiology films, may be utilized by the SCHOOL for educational purposes upon redaction of patient identifying information, in accordance with the HIPAA de-identification standards. To the extent that information has not been de-identified, SCHOOL will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, SCHOOL will continue to safeguard the PHI beyond the termination of this contract and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible.

Notwithstanding the foregoing, no attorney-client, accountant-client, risk management, attorney work-product or other legal privilege shall be deemed waived by GEO Care or SCHOOL by virtue of this Section.

RELATIONSHIP

With respect to this Agreement, the parties are independent contractors. It is understood that in no event shall STUDENTS be considered or represent themselves as agents or employees of GEO Care. Accordingly, neither the STUDENTS nor the Faculty shall be eligible to receive any GEO Care benefits, including but not limited to, workers compensation benefits. Employees or agents of GEO Care shall not be considered or represent themselves as agents or employees of the SCHOOL. STUDENTS shall wear pictured name tags identifying their status with the SCHOOL, and clearly display their name pin identifying them as a "MENTAL HEALTH TECHNICIAN STUDENT".

TERM AND TERMINATION

This Agreement shall be for two years commencing on April 1, 2014 and expiring on March 31, 2016. Either party may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other party. In the event of any such termination, STUDENTS then in the program at the FACILITY shall be allowed a period not to exceed six months to complete the program. Notwithstanding the foregoing, if the Facility's client contract is terminated for any reason, this Agreement shall concurrently terminate without further obligation to the SCHOOL or the STUDENTS.

NO DISCRIMINATION

The parties agree there shall be no unlawful discrimination based on race, religion, creed, sex, disability, sexual orientation, national origin or any other protected class in the performance of this Agreement.

CONFIDENTIALITY

In connection with this Agreement, SCHOOL and/or STUDENTS may receive or become aware of certain GEO Care's confidential information. SCHOOL agrees on behalf of itself and its STUDENTS (i) to keep confidential such information (regardless of form or whether specifically denoted "confidential"). (ii) not to disclose it to any third party without GEO Care's express written consent, (iii) not to use it for any other purpose except to effect the purpose of this Agreement, and (iv) to return to GEO Care or destroy the confidential information, at GEO Care's direction.

ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains all of the understandings of the parties with respect to the matters covered herein, and may only be amended or modified by a writing duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

GEO Care, LLC

By: _____

Title: _____



MANNY FERNANDEZ
SENIOR VICE PRESIDENT
GEO Care

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

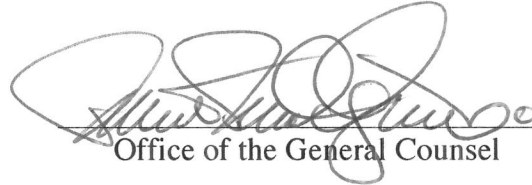
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

 02/10/14
Office of the General Counsel