



## EXECUTIVE SUMMARY

Below is an executive summary for The North Broward Hospital District d/b/a Broward Health that supports the academic and personal enrichment of students in Broward County Public Schools.

Grant Program	N/A
Status	Continuation of clinical agreement
Funds Requested	\$0
Financial Impact Statement	N/A
Schools Included	Atlantic, McFatter and Sheridan Technical Centers and select High Schools with a Health Science Program.
Managing Department/School	Career, Technical, Adult and Community Education Department
Source of Additional Information	Enid Valdez 754-321- 8444 John Felser 754-321- 8435
Project Description	The School Board of Broward County, Florida has a contractual agreement with The North Broward Hospital District d/b/a Broward Health that provides clinical experiences necessary to meet the Florida Department of Education mandated student performance standards. This agreement also addresses the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.
Evaluation Plan	Clinical Surveys for Facility, Instructors and Students A summary of the survey responses from facility, instructors and students indicates an overall rating of 85% or higher as outstanding and above average.
Research Methodology	Relating to Evaluation Plan

**AFFILIATION AGREEMENT**

**BY AND BETWEEN**

**THE NORTH BROWARD HOSPITAL DISTRICT  
d/b/a  
BROWARD HEALTH**

**AND**

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

**AFFILIATION SUMMARY SECTION**

- **Effective Date:** August 21, 2014
- **Term** (Section 4.1):
  - **Initial Term:** The Term shall commence on the Effective Date and shall end at 11:59 p.m. on the last day of the 36<sup>th</sup> month thereafter.
  - **Renewal Term:** Two Renewal Terms of twelve (12) months each.
- **Educational Institution:** The School Board of Broward County, Florida
  - Check whether Educational Institution is:

Sovereign Entity
  Not a Sovereign Entity

- **Program** (Section 1.6): *(Describe course of study/degree program)*

<ul style="list-style-type: none"> <li>• ALLIED HEALTH ASSISTING</li> <li>• BIOMEDICAL SCIENCES</li> <li>• CENTRAL STERILE PROCESSING TECHNOLOGY</li> <li>• (Sterile Processing Technician)</li> <li>• DENTAL ASSISTING</li> <li>• DENTAL LABORATORY TECHNOLOGY</li> <li>• ELECTROCARDIOGRAPH TECHNOLOGY</li> <li>• EMERGENCY MEDICAL TECHNICIAN</li> <li>• EMERGENCY MEDICAL RESPONDER</li> <li>• HEALTH AND WELLNESS</li> <li>• HEALTH UNIT COORDINATOR</li> <li>• HEMODIALYSIS TECHNICIAN</li> <li>• HOME HEALTH AIDE</li> <li>• MASSAGE THERAPY</li> </ul>	<ul style="list-style-type: none"> <li>• MEDICAL ASSISTING</li> <li>• MEDICAL CODER/BILLER</li> <li>• MEDICAL LABORATORY ASSISTING</li> <li>• MEDICAL RECORDS TRANSCRIBING</li> <li>• NURSING ASSISTANT</li> <li>• (Acute and Long Term Care)</li> <li>• OPTOMETRIC ASSISTING</li> <li>• ORTHOPEDIC TECHNOLOGY</li> <li>• PATIENT CARE ASSISTANT</li> <li>• PATIENT CARE TECHNICIAN</li> <li>• PHARMACY TECHNICIAN</li> <li>• PHLEBOTOMY</li> <li>• PRACTICAL NURSING</li> <li>• PSYCHIATRIC TECHNOLOGY</li> <li>• (Mental Health Tech)</li> <li>• SURGICAL TECHNOLOGY</li> </ul>
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- **Rotation** (Section 1.9): *(Describe period(s) of time when Rotation will be done)*  
Based on availability at Broward Health

Check One:  Clinical or  Non-Clinical

- **Broward Health Facility(ies)** (Section 1. 2): *(Where Rotations will be performed)*  
Any approved Broward Health facility
- **Unit within Broward Health Facility(ies):**  
Any pertaining to above programs

- **Faculty Coordinator** (Section 1.4):  
Debbie Borzillo
- **Supervising Faculty** (Section 1.11):  
Teachers and Tech Center Department Heads
- **Estimated Number of Program Participants** (Section 1.8): \_\_\_\_\_
- **Addresses for Notice** (Section 7.6 and 7.13):

**Broward Health:**

Contract Administration  
 Broward Health  
 303 Southeast 17<sup>th</sup> Street, Suite 517  
 Ft. Lauderdale, FL 33316

**Copy to:**

General Counsel at the address above

**Educational Institution:**

The School Board of Broward County, Florida  
 Atlantic Technical Center, Arthur Ashe, Jr. Campus  
 1701 NW 23<sup>rd</sup> Ave., Room 171  
 Ft. Lauderdale, FL 33311  
 Attention: Curriculum Supervisor

**Copy to:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- **Covenantor** shall mean the Faculty Coordinator, Supervising Faculty and Program Participants (Section 3.2).
- **Exhibit A** “Acknowledgement and Agreement” *(to be signed by all Program Participants)*
- **Exhibit B** “Statement of Responsibility” *(to be signed by all Supervising Faculty and all Program Participants)*
- **Exhibit C** “Confidentiality Agreement” *(to be signed by Faculty Coordinator, all Supervising Faculty and all Program Participants)*
- **Exhibit D** “Drug Free Workplace & Drug Testing Policy”

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## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT (“Agreement”)**, is made as of the Effective Date set forth in the Affiliation Summary Section (which Summary Section is hereby incorporated by reference and made a part of this Agreement), by and between the NORTH BROWARD HOSPITAL DISTRICT d/b/a Broward Health, a special taxing district of the State of Florida (“**Broward Health**”) and the institution identified as the Educational Institution in the Affiliation Summary Section (“**Educational Institution**”).

### RECITALS

**WHEREAS**, Educational Institution provides courses of study to students enrolled in a degree program and course of study described as the Program in the Affiliation Summary Section; and

**WHEREAS**, as part of its course of study, Educational Institution requires its students to be provided with rotations as part of the Program, coordinated by Educational Institution; and

**WHEREAS**, Broward Health desires to provide the necessary facilities and settings for the Rotations; and

**WHEREAS**, Educational Institution desires to be responsible for the supervision and evaluation of the students during each applicable Rotation.

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties, intending to be legally bound, agree to the following terms and conditions:

1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section 1 shall, for the purposes of this Agreement have the meanings herein specified.

1.1. **“Broward Health Confidential Information”** means all patient information and confidential information and trade secrets of Broward Health, including, without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature.

1.2. **“Broward Health Facility”** or **“Broward Health Facilities”** means the Broward Health facility or facilities identified in the Affiliation Summary Section where the Rotations will take place.

1.3. **“Broward Health Policies”** means all of the policies, procedures, rules and regulations of Broward Health.

1.4. **“Faculty Coordinator”** means and refers to the representative from the Educational Institution, identified in the Affiliation Summary Section, who will oversee and handle the details relating to the implementation of this Agreement on behalf of the Educational Institution.

1.5. **“Practitioner”** (i) any duly licensed medical doctor, osteopathic physician, dentist, podiatrist, or clinical psychologist in good standing on the medical staff of a Broward Health Facility and (ii) who provides Program Participants learning opportunities during their Rotation.

1.6. **“Program”** means the courses of study or degree program described in the Affiliation Summary Section.

1.7. **“Program Guidelines”** means the current course outlines, course objectives, and curriculum philosophy for the Program developed and prepared by the Educational Institution as may be updated or modified during the Term.

1.8. **“Program Participant”** means and refers to a student who (i) is enrolled in a course of study at the Educational Institution that includes participation in the Program; (ii) has earned a satisfactory record; (iii) has met the minimum requirements established by Educational Institution and the requirements for Program Participants set forth in this Agreement; and (iv) participates in the Rotation.

Program Participants in the Educational Institution’s clinical rotation program expressly and implicitly agree to be bound by the applicable terms and conditions herein, evidenced by their endorsement upon **“Exhibit B,”** attached hereto as an exemplar. A fully endorsed copy of **“EXHIBIT B”** for each Program Participant shall hereby be incorporated herein by reference as though it was fully set out herein at the time the parties entered into this Agreement. This is a material condition subsequent and failure of the Educational Institution to provide Broward Health with a fully endorsed copy of same for each Program Participant pursuant to paragraph 3.2. may result in the termination of the Affiliation Agreement.

1.9. **“Rotation”** means and refers to that part of the Program that consists of those periods of time specified in the Affiliation Summary Section during which the Program Participants will be at the Broward Health Facilities listed on the Affiliation Summary Section participating in various educational opportunities and other experiences. The Rotation will be encompassed, and will be completed, within the Term of this Agreement listed in the Affiliation Summary Section.

1.10. **“State”** means the state of Florida.

1.11. **“Supervising Faculty”** means and refers to those members of the faculty of Educational Institution who are selected by Educational Institution and identified in the Affiliation Summary Section, to oversee, supervise and evaluate Program Participants during their Rotation.

1.12. **“Term”** means the Initial Term and any applicable Renewal(s).

## 2. **Covenants; Responsibilities.**

2.1. **Responsibilities of Educational Institution and Supervising Faculty.** Educational Institution assumes and shall be responsible for the planning, development and

coordination of the Program and Rotation. Educational Institution shall provide Broward Health with copies of current Program Guidelines. In addition, Educational Institution shall:

- 2.1.1. Obtain Broward Health's consent and any other necessary authorization prior to the implementation of any Program project or activity.
- 2.1.2. Provide qualified Supervising Faculty (in a number to be agreed upon between Broward Health and Educational Institution), who shall be responsible for the supervision, assignment, and evaluation of all Program Participants. All Supervising Faculty provided by Educational Institution shall be duly licensed, certified or otherwise qualified to participate in the Program at Broward Health. Educational Institution agrees for itself and for all Supervising Faculty that each shall perform all 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 Broward Health and any rules and regulations of Educational Institution as may be in effect from time to time. Educational Institution warrants that neither Educational Institution nor any Supervising Faculty members shall interfere with or adversely affect the operation of Broward Health or the performance of services therein.
- 2.1.3. Furnish to Broward Health the following items concerning each Supervising Faculty member who will participate in the Program at any Broward Health Facility:
  - 2.1.3.1. proof of educational qualifications and licenses, as applicable;
  - 2.1.3.2. a copy of an annual physical and/or health report which meets Broward Health's standards; and
  - 2.1.3.3. proof of major medical insurance upon being assigned to Broward Health.
- 2.1.4. Ensure the Faculty Coordinator performs his or her responsibilities and serves as a liaison between the Educational Institution and Broward Health for all matters concerning the Program and the Rotation.
- 2.1.5. Plan with Broward Health the scheduling of Program Participants at any Broward Health health care facility.
  - 2.1.5.1. Completes all Broward Health Orientation requirements via [www.browardhealth.org](http://www.browardhealth.org) which include Broward Health's Orientation Program, Compliance Program, Risk Management Program and Code of Conduct.
- 2.1.6. Require all Supervising Faculty members to abide by all policies, procedures, rules and regulations of Broward Health.

2.1.7. Recommend for placement at Broward Health Facilities only those Program Participants who are qualified.

2.1.8. Ensure that each Program Participant:

2.1.8.1. cooperates fully and in good faith with Broward Health with regard to providing accurate and complete information, as well as handling other administrative details in a timely and appropriate manner, relating to Program Participant's participation in the Rotation;

2.1.8.2. provides for their own housing, transportation, parking, and meals;

2.1.8.3. abides by all Broward Health Policies, as well as the policies, procedures, rules and regulations of the Educational Institution and those of State and Federal regulatory agencies;

2.1.8.4. presents and conducts himself/herself in a manner that is professionally and ethically appropriate and that does not interfere with or cause or create a risk of harm to Broward Health, or to Broward Health patients, personnel, or other persons who are appropriately in Broward Health Facilities;

2.1.8.5. participates appropriately and in good faith with regard to being available on a regular and consistent basis during Broward Health Facility daily business hours, to engage in functions and activities relating to the Rotation;

2.1.8.6. assumes full responsibility for personal injury and/or illness;

2.1.8.7. presents medical certification of immunizations, vaccinations and consent to any required physical examinations. Each Program Participant shall provide to Broward Health satisfactory evidence that he/she is free from contagious disease and does not otherwise present a health hazard to Broward Health patients, employees, volunteers or guests prior to his/her participation in the Program. Such evidence shall include without limitation (i) the completion of a two (2) step tuberculin skin test (within the last six (6) months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive; (ii) a chest x-ray following a positive TB test result; and, (iii) a physical examination and evidence of immunity from rubella, measles and chicken pox. Each student shall be responsible for arranging for his/her medical care and/or treatment, if necessary, including transportation in case of illness and/or injury while participating in the Program. In no event shall Broward Health

be financially or otherwise responsible for any medical care and/or treatment;

2.1.8.8. provides proof of his/her own major medical insurance upon being assigned to the Program; and

2.1.8.9. dresses in accordance with dress and personal appearance standards approved by Educational Institution; which standards must be in accordance with Broward Health's standards regarding same.

2.1.9. Prior to assigning any Program Participants to a Broward Health facility pursuant to this Agreement, the applicable Broward Health facility shall instruct and require each Program Participant to conduct a "Level 1 Screening" as set forth in Section 435.03, Florida Statutes, as may be amended from time to time. Such screening shall encompass the most recent seven (7) years. In addition, the applicable Broward Health facility shall instruct and require each Program Participant to conduct a panel drug screen within thirty (30) days of assignment to a Broward Health facility. The requirements for the panel drug screen are set forth in Broward Health's "Drug Free Workplace & Drug Testing" Policy, attached hereto as **Exhibit D**, and adopted and incorporated herein by reference. Broward Health shall have full responsibility for determining (on a case by case basis) the eligibility of Program Participants for Rotation at Broward Health, and providing any negative findings to Educational Institution prior to Program Participants intended start date. Program Participants with positive findings will not be eligible for Rotation at any Broward Health facility. Broward Health shall exclude from Rotation at any Broward Health facility, Program Participants who have been debarred, excluded, or otherwise ineligible for participation in any federal healthcare program, and requires Program Participant to disclose to Broward Health any debarment, exclusion or other event that renders the Program Participant ineligible for participation in any federal healthcare program, while on Rotation at any Broward Health facility.

2.1.10. If Educational Institution is not a sovereign, as indicated on the Affiliation Summary Section, Educational Institution agrees that it shall have and maintain during the Term of this Agreement for itself, its Supervising Faculty and its Program Participants, a policy of professional liability insurance, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Educational Institution further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of the Educational Institution, its Supervising Faculty and its Program Participants during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Educational Institution shall cause Broward Health to be

named as an additional insured on said insurance policy and provide Broward Health with a certificate of insurance evidencing such coverage upon execution of this Agreement and upon Broward Health's request. Educational Institution shall give Broward Health written notice within ten (10) days of any changes, modification, cancellation or non-renewal of such insurance; **or**

- 2.1.11. If Educational Institution is a sovereign entity as defined by Florida law, as indicated on the Affiliation Summary Section, and, as such, is afforded the protections of Florida Statutes Section 768.28, as amended, then this section applies. Educational Institution further warrants that it will have and maintain for itself, its Supervising Faculty and its Program Participants, a policy of self-insurance providing coverage in an amount not less than the statutory limits. Educational Institution further warrants that it will keep such self-insurance in full force and effect to respond to any claims arising out of the actions of the Educational Institution, its Supervising Faculty and/or its Program Participants during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Educational Institution shall provide Broward Health with confirmation of such self-insurance upon execution of this Agreement and upon Broward Health's request.

Further, Educational Institution agrees that it shall instruct, and require its Program Participants to have and maintain during the Term of this Agreement, a policy of professional liability insurance, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Educational Institution further warrants that it shall instruct its Program Participants to keep such professional liability insurance in full force and effect to respond to any claims arising out of their act or omissions during the term of their participation at the Broward Health facility. Educational Institution shall instruct, and require Program Participants to cause Broward Health to be named as an additional insured on said insurance policy and provide Broward Health with a certificate of insurance evidencing such coverage upon the commencement of Rotation and upon Broward Health's request. Educational Institution shall further instruct, and require Program Participants to give Broward Health written notice within ten (10) days of any changes, modification, cancellation or non-renewal of such insurance.

- 2.1.12. Reasonably and appropriately consider and respond to any concerns communicated to Educational Institution by Broward Health relating to (i) the implementation of the Rotation; or (ii) the behavior, performance and/or attendance of any Program Participant.
- 2.1.13. Secure from Program Participants the necessary written documentation that each:

- 2.1.13.1. acknowledges and agrees to maintain the absolute confidentiality of the information made available to them with respect to Broward Health's patients and records, as required by State and federal laws and regulations;
  - 2.1.13.2. acknowledges that he/she is not entitled to receive any compensation or other benefits in connection with participating in the Program;
  - 2.1.13.3. acknowledges, agrees and accepts that his/her participation in the Rotation may expose him/her to numerous known and unanticipated risks and hazards that could result in personal injury, illness, death, and/or damage to him/her and/or his/her property;
  - 2.1.13.4. acknowledges and agrees that he/she will be responsible for reimbursing Broward Health for any damages or other injuries intentionally or maliciously caused by him/her with regard to Broward Health property or equipment;
  - 2.1.13.5. agrees to obtain Broward Health's written approval prior to writing and/or publishing any material relating to their experience in the Rotation; and
  - 2.1.13.6. acknowledges and agrees that they are not and shall not represent themselves as agents or employees of Broward Health at any time.
- 2.1.14. Assume complete responsibility for the curriculum, education and grades of the Program Participants.
- 2.1.15. Provide Broward Health and its personnel, with any and all information and support necessary to enable Broward Health to fulfill its obligations under this Agreement.
- 2.1.16. Provide Broward Health with written notice immediately upon the occurrence of any impending or actual change in the status of the matters addressed in the foregoing sections.
- 2.1.17. During the Term of this Agreement, Educational Institution shall ensure that each Supervising Faculty Member:
- 2.1.17.1. Assumes and fulfills the primary responsibility for the coordination and implementation of the Program and Rotation within each applicable Broward Health Facility, including, but not limited to, supervision, observation, clinical direction (where applicable), instruction and evaluation of the Program Participants during their Rotation

in accordance with, and pursuant to the Program Guidelines, Broward Health Policies and the terms and conditions of this Agreement.

- 2.1.17.2. Ensures, with respect to a clinical Rotation, that each Program Participants' participation in the Program within each applicable Broward Health Facility shall, at all times, involve direct, line of sight supervision of Program Participant by Supervising Faculty. Educational Institution acknowledges and agrees that the Program Participants' participation in a clinical Rotation shall be limited to observations and experiences which do not involve performance by the Program Participants of any invasive procedures. With respect to a clinical Rotation, Supervising Faculty shall be responsible for ensuring that, in connection with each Program Participants' encounter with patients within a Broward Health Facility, each Program Participant is always subject to, and has the benefit of, direct, line of sight observation and supervision by Supervising Faculty.
- 2.1.17.3. Makes all decisions relating to the evaluation, care and treatment of each individual patient with respect to a clinical Rotation.
- 2.1.17.4. Evaluates the attendance and performance of each Program Participant within the Program. In addition, Educational Institution shall maintain and preserve any records utilized by Supervising Faculty which could possibly be audited by a state educational institution or other entity that may review or audit the Program.
- 2.1.17.5. Abides by all Broward Health Policies and all policies, procedures, rules and regulations of the Educational Institution, as applicable.
- 2.1.17.6. Provides (i) regular and periodic consultations with Educational Institution and Broward Health relating to the progress of the Program and the Rotation; and (ii) evaluations of the Program Participants within the Program. Supervising Faculty shall deliver completed Program Participant evaluation forms provided by Educational Institution, where applicable. Educational Institution shall cause Supervising Faculty to agree to participate in meetings and conferences with Educational Institution and Broward Health representatives, agents or other personnel relating to the implementation of the Program or any aspect of the Program, where applicable.

2.1.17.7. Immediately notifies Educational Institution and Broward Health in the event that such Supervising Faculty member knows, or has reason to know, of any situation or problem which threatens a Program Participant's participation in or completion of the Program at a Broward Health Facility.

2.2. **Responsibilities of Broward Health.** During the Term of this Agreement, Broward Health shall:

- 2.2.1. Accept a certain number of Program Participants for Rotations. The number shall be determined at the sole discretion of Broward Health, based upon Broward Health's space, patient population with respect to a clinical Rotation at the applicable Broward Health property, Facility, and upon any other considerations as solely and absolutely determined by Broward Health. Broward Health will have the right, but not the obligation, to interview any potential Program Participants prior to accepting said Program Participants for Rotation.
- 2.2.2. Promptly notify Educational Institution of any steps taken by Broward Health to address the behavior or conduct on the part of a Program Participant or Supervising Faculty member which, in the sole discretion of Broward Health, creates any actual or potential harm or threat of harm or that otherwise has an adverse impact on the welfare or condition of any Broward Health Facility, patient, personnel, or other persons who are appropriately in or functioning within a Broward Health Facility. Nothing in this subsection shall be construed to restrict or prohibit Broward Health's right and authority to remove any Program Participant or Supervising Faculty member from a Rotation, pursuant to Section 4.3 of this Agreement.
- 2.2.3. Provide various orientation methodologies to acquaint Program Participants and Supervising Faculty with Broward Health Policies and Broward Health Facilities in connection with the implementation of the Rotation.
- 2.2.4. Provide, to the extent available, adequate conference room or teaching space for Supervising Faculty and Program Participants.
- 2.2.5. Provide educational opportunities in accordance with the objectives of the Program as mutually agreed upon by the Educational Institution and Broward Health.
- 2.2.6. Provide Program Participants and Supervising Faculty use of the cafeteria facilities and libraries located within Broward Health Facilities, where available.
- 2.2.7. Provide emergency health care services only, to Program Participants and Supervising Faculty in the event of accidental injury or illness during

Rotations at a Broward Health Facility. In such cases, Broward Health shall accept assignment of Program Participants' and Supervising Faculty member's insurance policy benefits. The parties acknowledge and agree that Broward Health shall not be responsible for any subsequent follow-up care, or hospitalization which may be required or necessary. All costs associated with subsequent care is the sole responsibility of Educational Institution, Program Participants and/or Supervising Faculty member, respectively.

- 2.2.8. Appoint a representative to serve as a liaison between and among Broward Health and Educational Institution for all matters concerning the Rotations at Broward Health Facilities.

### 3. Confidentiality.

3.1. **Broward Health Confidential Information.** Educational Institution, for itself and for its respective staff, agents, employees, faculty, students and representatives, acknowledges that in connection with its performance under this Agreement, Educational Institution and its staff, agents, employees, faculty, students and representatives, will be privy to and have access to certain Broward Health Confidential Information. In order to protect the Broward Health Confidential Information, Educational Institution agrees that it shall not, and shall cause its respective staff, agents and employees, faculty, students and representatives to not, unless otherwise required by law, divulge, disclose, publicize or disseminate the Broward Health Confidential Information to any third party and shall not use any of the Broward Health Confidential Information on its own behalf or with or on behalf of any other entity.

3.2. **Statement of Responsibility/Confidentiality Agreement.** Educational Institution agrees that it shall require each Covenantor listed on the Affiliation Summary Section (and where Covenantor is an entity, its professional staff) to execute (i) a Statement of Responsibility, as set forth in the form attached hereto as **Exhibit B**; and (ii) a Confidentiality Agreement, as set forth in the form attached hereto as **Exhibit C**. Educational Institution agrees to provide a copy of each executed Statement of Responsibility and Confidentiality Agreement to Broward Health prior to the date on which any Faculty member or Program Participant arrives at a Broward Health Facility.

### 4. Term and Termination.

4.1. **Term.** This Agreement shall be in full force and effect for the period of time specified in the Affiliation Summary Section (the "**Initial Term**"), commencing on the Effective Date, as defined in the Affiliation Summary Section, unless sooner terminated as permitted in this Agreement. The Term may be renewed for the renewal term(s) set forth in the Affiliation Summary Section ("**Renewal Term**") by the parties providing written notice at least thirty (30) days prior to the expiration of the initial Term or the then existing Renewal Term.

#### 4.2. **Termination.**

- 4.2.1. Either party may terminate this Agreement (i) without cause by giving the other party ninety (90) days prior written notice of its intent to terminate;

(ii) in the event of a material breach by a party (the "Breaching Party") of any of the terms of this Agreement, not timely cured within a thirty (30) day period after receipt of written notice by the Breaching Party from the non-breaching party; or (iii) immediately, in the event that either party shall enter into liquidation for reasons of insolvency, or shall be adjudged bankrupt, or shall have a receiver appointed over a material part of its assets and such receiver is not discharged within thirty (30) days from the date of appointment.

4.2.2. Should a notice of termination be given, Program Participants shall be permitted to complete their previously scheduled assignments then in progress at the applicable Broward Health Facility unless the parties arrange for placement elsewhere. If the Program Participants are permitted to complete such previously scheduled assignments at the applicable Broward Health Facility, Educational Institution agrees that it will continue supervising and observing the Program Participants during said time period at the applicable Broward Health Facility.

4.2.3. Should this Agreement be terminated by Broward Health the parties hereto, including Educational Institution, Covenantor, and/or Program Participant acknowledge and agree that liquidated damages, special damages and/or consequential damages are hereby specifically waived in any legal or administrative action and/or special proceedings brought against Broward Health for the breach and/or termination of this Agreement and/or the removal of a Program Participant. This understanding by and between the parties shall not be altered or amended by paragraph 7.20. or any other paragraphs herein with language contrary hereto.

4.3. **Removal Rights.**

4.3.1. Broward Health shall have the right to remove and terminate any Program Participant from participating in a Rotation whose behavior, competency, ability or other conditions are, in Broward Health's sole and absolute discretion, detrimental to the safety or operation of any Broward Health Facility, employees or guest, and/or to the proper rendering of quality care to Broward Health patients.

4.3.2. Broward Health shall have the right to remove any Educational Institution faculty member whose behavior, competency, ability or other conditions are, in Broward Health's sole and absolute discretion, detrimental to the safety or operation of any Broward Health Facility, employee or guest, and/or to proper rendering of quality care to Broward Health patients. Upon receiving notice from Broward Health of such a removal, Educational Institution shall provide Broward Health with suitable replacement candidate(s) within seven (7) calendar days. In the event a suitable replacement is not made within this timeframe, Broward Health

may elect to terminate this Agreement by notifying Educational Institution upon the expiration of the seven (7) day period.

5. **Indemnification.**

5.1. **Educational Institution.**

5.1.1. Educational Institution agrees to indemnify and hold Broward Health, its commissioners, agents, representatives, and employees, harmless from and against any and all claims, damages, judgment, fines, penalties, costs and expenses, including attorneys fees, arising in connection with any negligent or intentional acts or omissions by the Educational Institution or any Supervising Faculty member or Program Participant in the performance of their obligations under this Agreement.

5.1.2. Educational Institution agrees to indemnify and hold each Practitioner harmless from and against any and all claims, damages, judgments, fines, penalties, costs and expenses, including attorney's fees, arising in connection with any action brought by a Program Participant for injuries or damages suffered during a teaching experience provided by a Practitioner at a Broward Health Facility.

5.1.3. If Educational Institution is a sovereign entity as defined by Florida law, as indicated on the Affiliation Summary Section, and, as such, is afforded the protections of Florida Statutes Section 768.28, as amended, then nothing in this Section is intended to alter or waive Educational Institution's entitlement to sovereign immunity, or to extend Educational Institution's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

5.2. **Broward Health.** Broward Health agrees to indemnify, defend and hold harmless Educational Institution from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with any negligent acts or omissions by Broward Health in the performance of its obligations under this Agreement. Nothing in this Section is intended to alter or waive Broward Health's entitlement to sovereign immunity, or to extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

5.3. **Survival.** The parties' indemnification obligations under this Section shall survive the expiration or sooner termination of this Agreement.

5.4. **Sovereign Immunity.** The parties hereto acknowledge and agree that both Broward Health and Educational Institution are political subdivisions of the State of Florida, and that each enjoy the benefits of sovereign immunity to the extent permitted by 768.28 Florida Statutes, as amended. Nothing in this Agreement shall be construed to require Broward Health or Educational Institution to indemnify each other for their negligence, or to assume any liability for the other party's negligence. The parties acknowledge and agree that where a Preceptor is

an employee of Broward Health, a Preceptor in such capacity enjoys the benefits of sovereign immunity to the same extent as Broward Health.

Further, to the extent provided under Section 768.28 of the Florida Statutes, Educational Institution assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent or intentional acts or omissions of Educational Institution and its officers, employees, servants, and agents while acting within the scope of their employment by Institution. Broward Health assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of Broward Health and its officers, employees, servants, and agents while acting within the scope of their employment by Broward Health. Educational Institution and Broward Health further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 of the Florida Statutes."

5.5. **Third Party Claims; Procedure.** The following procedures shall be applicable with respect to indemnification for third-party claims.

5.5.1. Promptly after receipt by the party seeking indemnification hereunder (hereinafter referred to as the "**Indemnitee**") of notice of the commencement of any action or the assertion of any claim, liability or obligation by a third party (whether by legal process or otherwise), against which claim, liability or obligation another party to this Agreement (hereinafter referred to as the "**Indemnitor**") is, or may be, required under this Agreement to indemnify such Indemnitee, the Indemnitee shall, if a claim thereon is to be, or may be, made against the Indemnitor, notify the Indemnitor in writing of the commencement or assertion thereof and give the Indemnitor a copy of such claim, process and all legal pleadings. The Indemnitor shall have the right to (i) participate in the defense of such action with counsel of reputable standing and (ii) assume the defense of such action by agreeing to assume such defense within ten (10) days of transmittal of the notice of the claim by the Indemnitee, in writing unless such claim (A) may result in criminal proceedings, injunctions or other equitable remedies in respect of the Indemnitee or its business; (B) may result in liabilities which, taken with other then existing claims under this Paragraph 5, would not be fully indemnified hereunder; or (C) upon petition by the Indemnitee, if an appropriate court rules that the Indemnitor failed or is failing to vigorously prosecute or defend such Claim, in which events the Indemnitee shall assume the defense.

- 5.5.2. The Indemnitor and the Indemnitee shall cooperate in the defense of any third party claims. In the event that the Indemnitor assumes or participates in the defense of such third party claim as provided herein, the Indemnitee shall make available to the Indemnitor all relevant records and take such other action and sign such documents as are reasonable necessary to defend such third party claim in a timely manner. If the Indemnitee shall be required by judgment or a settlement agreement to pay any amount in respect of any obligation or liability against which the Indemnitor has agreed to indemnify the Indemnitee under this Agreement, the Indemnitor shall promptly reimburse the Indemnitee in an amount equal to the amount of such payment plus all expenses (including legal fees and expenses) incurred by such Indemnitee in connection with such obligation or liability subject to this Article V. No Indemnitor, in the defense of any such claim, shall, except with the consent of the Indemnitee, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability with respect to such claim. In the event that the Indemnitor does not accept the defense of any matter for which it is entitled to assume as provided above, the Indemnitee shall have the full right to defend such claim.
- 5.5.3. Prior to paying or settling any claim against which an Indemnitor is, or may be, obligated under this Agreement to indemnify an Indemnitee, the Indemnitee must first supply the Indemnitor with a copy of a final court judgment or decree holding the Indemnitee liable on such claim or failing such judgment or decree, must first receive the written approval of the terms and conditions of such settlement from the Indemnitor, which shall not be unreasonably withheld; provided however, that no written approval is required from the Indemnitor as to any third party Claim (i) that results solely in injunctions or other equitable remedies in respect of the Indemnitee or its business; or (ii) that settles liabilities, or portions thereof, that are not subject to indemnification hereunder.
- 5.5.4. An Indemnitee shall have the right to employ its own counsel in any case and the fees and expenses of such counsel shall be at the expense of the Indemnitee unless the employment of such counsel shall have been authorized in writing by the Indemnitor in connection with the defense of such claim. The Indemnitor shall not have employed counsel in the defense of such claim after ten (10) days notice; or such Indemnitee shall have reasonably concluded that there may be defenses available to it which are contrary to, or inconsistent with, those available to the Indemnitor; in any of the foregoing events such fees and expenses shall be borne by the Indemnitor.

6. **Compliance.**

6.1. **OSHA Compliance.** Educational Institution shall comply with, and shall cause their respective Program Participants and staff, agents, employees, faculty and representatives to comply with, the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "**Regulations**"), including, without limitation, providing the same level of responsibility as "the employer" would have to provide all employees with (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. Educational Institution's and the Supervising Faculty's responsibility with respect to the Regulations also shall include the provision of the hepatitis b vaccination or documentation of declination in accordance with the Regulations.

6.2. **HIPAA Compliance.** Educational Institution shall comply with, and shall cause their respective Program Participants and staff, agents, employees, faculty and representatives to comply with the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), and the applicable provisions of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "**HIPAA Regulations**").

- 6.2.1. Educational Institution shall not use, and shall cause its respective employees, agents, faculty, students and representatives not to use, or further disclose any protected health information, or individually identifiable health information, as defined in the HIPAA Regulations (collectively, the "**PHI**"), other than as permitted by this Agreement and the requirements of HIPAA or the HIPAA Regulations.
- 6.2.2. Educational Institution shall implement appropriate safeguards to prevent the unlawful use or disclosure of PHI other than as contemplated by this Agreement or as otherwise required by applicable law.
- 6.2.3. Educational Institution shall promptly report to Broward Health any uses or disclosures, of which Educational Institution becomes aware, of PHI in violation of HIPAA or the HIPAA Regulations. In the event that Educational Institution contracts with any agents to whom Educational Institution provides PHI, Educational Institution shall include provisions in such agreements pursuant to which Educational Institution and such other contracting parties agree to the same restrictions and conditions that

apply to Educational Institution with respect to PHI, as set forth in this Agreement.

6.2.4. Educational Institution will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the HIPAA Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Educational Institution or Broward Health by virtue of this Section.

6.2.5. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

## 7. Miscellaneous.

7.1. **Non-Discrimination.** The parties hereto agree that they shall not discriminate on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, or disability in either the selection of personnel or students for participation in the Program, or as to any aspect of the training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7.2. **Independent Contractors.** Except as otherwise expressly stated in this Agreement, the parties hereby acknowledge and agree that they are independent contractors. Neither Educational Institution, Program Participants, Covenantor, nor Supervising Faculty shall be considered agents, representatives, or employees of Broward Health. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship among the parties hereto. No person on the staff or administration of any Broward Health Facility shall be deemed an employee, representative or agent of the Educational Institution.

7.3. **Copyrights/Trademarks.** The parties reserve the right to control the use of any of their copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. The parties agree that they shall not use such works, symbols, trademarks, service marks, or other devices in advertising, promotional materials or otherwise and that they shall not advertise or display such devices without the prior written consent of the party who owns the mark or device in question, and shall cease any and all such usage immediately upon termination of this Agreement or upon written notice by the party who the owns the mark or devise being utilized.

7.4. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

7.5. **No Third Party Beneficiaries.** Except for a Practitioner's right to indemnification, as provided for in Sections 5.1.2 and 5.5, nothing in this Agreement shall be

construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.

7.6. **Risk Management Obligation.** Any untoward or adverse incident known to Educational Institution, Program Participant, Preceptor or Broward Health related to the services or activities contemplated by this Agreement shall be immediately reported to the other party. In such an event, Educational Institution, Program Participant, or Preceptor, as applicable, shall comply with applicable Broward Health policies, including, without limitation, Broward Health's policy regarding reporting averse events and provide notice to Broward Health's Risk Management Department as well as to the appropriate Broward Health Regional Risk Manager. For the purposes of this Agreement, an "incident" is defined as any happening or occurrence which is not consistent with the routine operation of the Medical Center or the routine care of patients. An incident may be an accident or a situation such as a loss or damaged property or a condition which could result in an accident.

7.7. **No Right to Benefits.** Program Participants, Covenantor, and Supervising Faculty shall not be considered to be employees of Broward Health and shall not be covered, by virtue of this Agreement, by any of Broward Health's employee benefit programs including, without limitation, social security, health insurance, unemployment compensation, disability insurance, or workers' compensation.

7.8. **Assignment.** The Agreement may not be assigned by Educational Institution except with the prior written consent of Broward Health. Broward Health may assign the Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets.

7.9. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by all parties. The parties' obligations set forth in this section 7.9 shall survive the expiration or earlier termination of this Agreement.

7.10. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.11. **Governing Law/Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. Venue for any action will be in Broward County, Florida.

7.12. **Attorneys' Fees and Costs.** In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees through and including any appeals and post-judgment proceedings. The parties' liability for costs and reasonable attorneys' fees, however, shall not alter or waive Broward Health's entitlement to sovereign immunity, or extend Broward Health's liability beyond the limits established in Section 768.28,

Florida Statutes, as amended. The parties' obligations under this provision shall survive the expiration or sooner termination of this Agreement.

7.13. **Notice.** Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, postage prepaid, return receipt requested, via hand delivery, or via reputable overnight courier (e.g. FedEx, UPS, DHL) to the addresses listed on the Affiliation Summary Section. Any notice shall be deemed given on the earlier of the third day after it has been mailed or on the date actually received or refused if sent via certified mail, postage prepaid, return receipt requested, upon delivery if sent via hand delivery, or the next day if sent via reputable overnight courier.

7.14. **Entire Agreement.** This Agreement, and all exhibits and attachments to this Agreement, represent the entire understanding and agreement among the parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations, if any, made by and among the parties.

7.15. **Public Records.** The parties acknowledge, agree and understand that as a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law of the State. As such, any confidentiality provisions of this Agreement shall have no effect when disclosure is required by such State laws or upon court order.

7.16. **Provisions Binding.** This Agreement shall be binding upon the successors, legal representatives or permitted assigns of the parties hereto.

7.17. **Mutual Authority to Enter into Agreement.** Educational Institution and Broward Health represent and warrant to each other that they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained.

7.18. **Limitations of Liability or Remedy.** Any provisions of this Agreement that tend to limit or eliminate the liability of Educational Institution or the remedies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.

7.19. **Counterparts.** This Agreement may be executed in multiple counterparts, and by facsimile signatures, each of which shall be deemed an original and all of which shall constitute a single agreement.

7.20. **Cumulative Remedies.** Except as otherwise provided for to the contrary in this Agreement, remedies provided for in this Agreement shall be in addition to and not in lieu of any other remedies available to any party and shall not be deemed a waiver or substitution for any action or remedy the parties may have under law or equity.

7.21. **Construction and Acknowledgement; Advice of Counsel.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Each party has been advised by legal counsel with regard to its obligations and rights under this Agreement.

7.22. **Time of Essence.** Time shall be of the essence with respect to this Agreement.

7.23. **Authority/Execution.** Each signatory to this Agreement represents and warrants that he/she possesses all necessary capacity and authority to act for, sign and bind the respective entity or person on whose behalf he/she is signing.

IN WITNESS WHEREOF, each party has duly executed this Agreement on the date set forth below, to become effective as of the Effective Date.

**NORTH BROWARD HOSPITAL DISTRICT  
d/b/a BROWARD HEALTH**

---

Robert K. Martin  
Senior VP/CFO

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:



Robert W. Runcie,  
Superintendent of Schools

By   
Patricia Good, Chair

Approved as to Form and Legal Content:

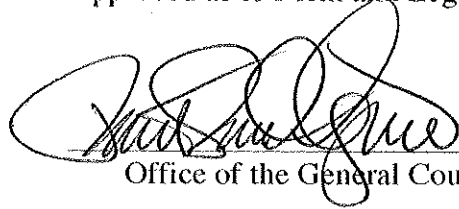
 05/07/14  
Office of the General Counsel

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT

For and in consideration of the benefit provided the undersigned in the form of non-clinical experience at North Broward Hospital District d/b/a Broward Health (“**Broward Health**”) or with respect to clinical experience in the evaluation and treatment of patients of Broward Health, in accordance with that certain Affiliation Agreement by and among, Educational Institution and Broward Health, the undersigned and his/her heirs, successors and/or assigns do hereby covenant, acknowledge and agree:

1. that he/she is not entitled to receive any monies or other benefits in connection with participating in the Program;
2. that he/she will be responsible for reimbursing Broward Health for any damages or other injuries intentionally or maliciously caused by him/her with regard to Broward Health property or equipment;
3. to obtain Broward Health’s written approval prior to writing and/or publishing any material relating to their experience in the Rotation; and
4. that they are not and shall not represent themselves as agents or employees of Broward Health at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

**EXHIBIT B**

**STATEMENT OF RESPONSIBILITY**

**Program Participants**

For and in consideration of the benefit provided the undersigned in the form of an educational experience at Broward Health and/or with respect to any clinical experience involving the evaluation and/or treatment of patients of Broward Health, in accordance with that certain Affiliation Agreement by and among, Educational Institution and Broward Health, the undersigned and his/her heirs, agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at Broward Health which is coordinated and managed by Educational Institution and supervised by its Supervising Faculty, and while participating in teaching opportunities made available by Practitioners (the "**Claims**"). Accordingly, the undersigned hereby (i) waives all rights to bring any and all Claims against Broward Health; and (ii) fully and voluntarily releases Broward Health and each Practitioner from all liability for any such Claims.

As a Program Participant in this clinical rotation program and evidenced by my signature hereto, I expressly and implicitly agree to be bound by the terms and conditions of the "AFFILIATION AGREEMENT" entered into by and between Educational Institution and Broward Health for my educational benefit. I acknowledge that the applicable terms and conditions therein have been explained to me by the Educational Institution and I understand that I can view that certain Affiliation Agreement for myself upon written request to the Faculty Coordinator for my Rotation.

\* Capitalized terms not defined herein carry the meaning set forth in the Affiliation Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

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

Program Participant

\_\_\_\_\_  
Witness

**Supervising Faculty**

In accordance with that certain Affiliation Agreement by and among, Educational Institution and Broward Health, the undersigned and his/her heirs, agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at Broward Health which is coordinated and managed by Educational Institution and supervised by the undersigned, and while participating in teaching opportunities made available by Practitioners (the "**Claims**"). Accordingly, the undersigned hereby (i) waives all rights to bring any and all Claims against Broward Health; and (ii) fully and voluntarily releases Broward Health and each Practitioner from all liability for any such Claims.

\* Capitalized terms not defined herein carry the meaning set forth in the Affiliation Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

School Board Chair: \_\_\_\_\_

Superintendent of Schools: \_\_\_\_\_

Witness: \_\_\_\_\_

## EXHIBIT C

### CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT ("Agreement")** made as of the Effective Date by and between the North Broward Hospital District d/b/a Broward Health ("**Broward Health**") and **Covenantor**, as set forth in the Affiliation Summary Section of the Affiliation Agreement, which is incorporated herein by reference.

**WHEREAS**, Educational Institution provides courses of study for students in its various clinical and non-clinical educational programs; and

**WHEREAS**, as part of the Program the Educational Institution requires its students to be provided with a Rotation coordinated by Educational Institution and supervised and managed by the Supervising Faculty, all as defined in the Affiliation Summary Section; and

**WHEREAS**, Educational Institution is willing to be responsible for the supervision and management of the Program Participants involved in the Rotation at certain Broward Health Facilities, as identified in the Affiliation Summary Section; and

**WHEREAS**, Educational Institution and Broward Health have entered into that certain Affiliation Agreement whereby Broward Health shall provide the necessary facilities for the Rotation; and

**WHEREAS**, Covenantor will be privy to and have access to certain patient information and confidential information of Broward Health; and

**WHEREAS**, Covenantor and Broward Health desire to establish certain restrictions and prohibitions with respect to Covenantor's handling of confidential information.

**NOW THEREFORE**, the parties, intended to be legally bound hereby, do hereby agree as follows:

1. The term "Broward Health Confidential Information" shall include all patient information and all information that is not known by, or generally available to, the public at large and that concerns the business or affairs of Broward Health, including without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature, and any other information identified by Broward Health as confidential.

2. In the course of or incident to Covenantor's work, Broward Health may provide to Covenantor or Covenantor may otherwise become exposed to Broward Health Confidential Information.

3. Covenantor agrees that he/she shall not divulge, disclose, publicize or disseminate the Broward Health Confidential Information to any third party and shall not use any of the

Broward Health Confidential Information on his/her own behalf or with or on behalf of any other entity. Covenantor agrees to take all steps necessary to ensure that the Broward Health Confidential Information is not disclosed or revealed to any third parties. Any unauthorized disclosure of the Broward Health Confidential Information will constitute a material breach by the Covenantor of this Agreement.

4. Covenantor acknowledges and agrees that his/her undertaking herein is made and intended for the benefit not only of Educational Institution, but also for Broward Health. Covenantor further acknowledges that damages alone will be an inadequate remedy for breach of the provisions of this Agreement, and that Broward Health, in addition to other remedies, shall be entitled as a matter of right to equitable relief, including injunctions and specific performance, in any court of competent jurisdiction, as well as immediate termination from participation in the Program.

This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. Venue for any action will be in Broward County, Florida.

The obligations set forth in this Confidentiality Agreement shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**NORTH BROWARD HOSPITAL DISTRICT  
d/b/a BROWARD HEALTH**

\_\_\_\_\_  
Robert K. Martin  
Senior VP/CFO

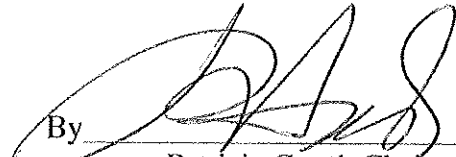
Date: \_\_\_\_\_  
  
\_\_\_\_\_

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

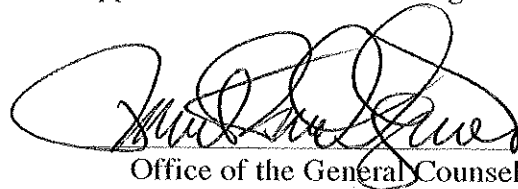
ATTEST:

By   
Patricia Good, Chair



Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

 05/07/14  
Office of the General Counsel

**EXHIBIT D**

**DRUG FREE WORKPLACE & DRUG TESTING POLICY**

[See Attached]

**SUBJECT: DRUG FREE WORKPLACE &  
DRUG TESTING**

**POLICY NO. 7.20 PAGE 1 OF 13**

**PURPOSE:** To provide a safe and healthy environment for our patients, visitors, physicians, and employees.

**DATE EFFECTIVE:** 7/90

**DATE REVISED:** 10/94, 7/96, 7/98, 6/99, 6/01, 1/03, 2/06

**REVIEWED BY:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_  
VP/Chief Human Resources Officer

**ISSUING DEPARTMENT:** Human Resources

**APPROVED FOR USE IN:** Districtwide

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**I. GENERAL PROVISIONS:**

A. The use of controlled substance, narcotics or other physically or psychologically altering substances is documented to have serious adverse effects upon a significant proportion of the national work force. Substance abuse while at work or otherwise impairs employee judgment and limits physical activities which may result in hazards to our patients and the public, employee injuries, faulty decision making and reduced productivity. The North Broward Hospital District recognizes its responsibility to maintain a drug free work force and drug free work environment. It is our obligation to provide a safe and healthy environment for our patients, visitors, physicians, clinical interns and employees. Continuing research and practical experience have proven that even limited quantities of narcotics, mind and mood altering prescription drugs or alcohol can impair judgment and motor function. For these reasons, we have adopted a policy that all employees must report to work completely free from the effects of drugs and the effects of alcohol. This policy is in compliance with the Florida Drug Free Work Place Program §440.101 and .102, Florida Statutes, and the Florida Drug Free Work Place Act, §112.0455 et seq., Florida Statutes.

B. Further, the Florida Workers' §440.102, Florida Statutes, provides that an employee who is injured in the course and scope of employment and who either tests positive on a drug or alcohol test or who refuses to be tested, will face a rebuttable presumption that they forfeit eligibility for Workers' Compensation medical and indemnity benefits.

A physician/patient relationship is not created between the NBHD and the prospective or current employee, or any person performing or evaluating the drug test, solely by the establishment, implementation, or administration of this drug testing program.

This policy applies to all NBHD employees. It also applies to independent contractors, contract and agency employees and clinical interns working in our facilities, hereinafter referred to as "non-NBHD employees."

## **II. DRUG USE PROHIBITIONS:**

- A. All employees and non-NBHD employees are prohibited from manufacturing, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on NBHD property (including parking areas and grounds), or while otherwise performing company duties away from the NBHD. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their systems while at work, and from having excessive amounts of otherwise lawful controlled substances in their systems. Employees are required to report any conviction involving illegal substances to Human Resources within 5 days. NBHD will take appropriate disciplinary action against the employee involved, up to and including termination. This action may also include reporting the employee to the appropriate state professional or occupational licensing board and requiring the employee to participate in a drug and alcohol rehabilitation program.
- B. For the purpose of this policy, an employee is presumed to be impaired if results of a urine or blood test or other scientifically acceptable procedure is confirmed positive for the presence of one or more of the substances for which the NBHD will test.
- C. The proper use of medication prescribed by physicians is not prohibited; however, we do prohibit the misuse of prescribed medications. Prescription drugs may also affect the safety of our patients, the employee, fellow employees, or members of the public. Therefore, any employee who is taking any mind or mood altering substance which might impair safety, performance, or any motor functions must report to Employee Health to complete the "Form For Reporting The Use Of Prescription or Non-Prescription Medication" (Exhibit E) before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his physician whether a prescribed drug may impair job performance. If the NBHD determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his job, the NBHD may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination. Prescription medication must be kept in its original container if such medication is taken during working hours or on NBHD property.
- D. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his immediate supervisor.

- E. To this end, all prospective employees who have been offered positions with the NBHD will be subject to drug testing as a component of the NBHD's routinely-conducted employment fitness for duty physical examination. Further, all NBHD employees and non NBHD employees, may be subject to reasonable suspicion drug testing including post-accident testing while performing their duties at the NBHD, if they fall within the factors set forth for reasonable suspicion drug testing. A negative drug test result is a condition of employment with the NBHD.

### **III. ALCOHOL USE PROHIBITIONS:**

- A. All employees are prohibited from possessing or using alcohol, or being impaired, intoxicated, or under the influence of alcohol during working hours which include meal times, while on duty, on call or while operating a NBHD vehicle. Any employee violating the above policy will be subject to disciplinary action up to and including termination.
- B. For the purpose of this policy, an employee is presumed to be impaired, intoxicated, or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a level of at least .02 percent blood alcohol in his system at the time of testing.
- C. Employees arrested for an alcohol-related incident must immediately notify their supervisor if the incident occurs:
- During scheduled working hours.
  - While operating a NBHD vehicle on company business.
  - While operating a personal vehicle on NBHD business.
  - While on call.

Failure to notify an appropriate NBHD official as described above may result in disciplinary action, up to and including termination.

### **IV. NOTICE TO EMPLOYEES AND PROSPECTIVE EMPLOYEES/JOB APPLICANTS:**

- A. Prior to testing, all employees and prospective employees shall be given a written policy statement from the North Broward Hospital District which contains:
1. North Broward Hospital District's philosophy on employee drug use, which will identify:
    - a. The types of testing an employee or applicant/prospective employee may be required to submit to, including reasonable suspicion, post-accident testing, follow-up EAP testing or drug testing conducted on any other basis; and

- b. The actions NBHD may take against an employee or applicant/prospective employee on the basis of a positive confirmed drug test result.
2. A general statement concerning confidentiality.
3. A statement advising the employee or prospective employee of the existence of the Florida Drug Free Work Place Act and Florida Drug Free Work Place Program.
4. Procedure for employees and prospective employees to confidentially report the use of prescription or non prescription medications to an NBHD Medical Review Officer (MRO) both before and after testing.
5. The consequences of refusing to submit to a drug test.
6. The phone number of the NBHD employee assistance program for further information on local drug rehabilitation programs.
7. A statement that a testing subject who receives a positive confirmed drug test result may contest or explain the result to an NBHD MRO within five working days after written notification of the positive test result as outlined in the **Testing Procedure and Employee Protection**, Section VI, of this policy. If the subject's explanation or challenge is unsatisfactory to the NBHD Medical Review Officer, the Medical Review Officer shall report the test result back to the NBHD. A person may contest the drug test result pursuant to law or to rules adopted by the Agency for Healthcare Administration.
8. A statement informing the employee or job applicant of his responsibility to notify the laboratory of any administrative or civil actions brought pursuant to Florida Statute 112.0455 or 440.102.
9. Employees and prospective employees will receive notice of the most common drugs/medications by brand name or common name as applicable, as well as by chemical name, which may alter or affect a drug test.
10. A statement notifying employees and prospective employees of their right to consult a MRO for technical information regarding prescription and non-prescription medication.
11. A statement requiring that as an NBHD employee, they must report any criminal conviction involving illegal drugs to Human Resources within 5 days after the conviction.

- B. A notice of NBHD's drug testing policy shall be maintained in appropriate and conspicuous locations on NBHD's premises, and a notice of testing shall be placed on position vacancy announcements, and copies of the policy will be made available for inspection during regular business hours by employees and job applicants in NBHD's Human Resource offices or other suitable locations.

V. **TYPES OF TESTING:**

The NBHD is required to conduct the following types of drug tests:

- A. **Job Applicant/Prospective Employee Drug Testing:** NBHD requires that prospective employees submit to a drug test. A refusal to submit to a drug test, or action/behavior which impedes the collection of the specimen, or a positive confirmed drug test will be used as a basis for refusing to hire a job applicant. Drugs tested include the basic five (5) drug panel (see **Index of Definitions**).
- B. **Reasonable Suspicion** -- NBHD may require an employee or agency/contract employee to submit to reasonable suspicion drug and/or alcohol testing as defined in this policy. This would include Post Accident testing as defined in the **Index of Definitions**. Drugs tested include the healthcare employee drug panel.
1. Where testing is conducted based on reasonable suspicion, NBHD shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion exists to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by NBHD pursuant to the confidentiality portion of this policy and retained by NBHD for at least one year.
  2. Prior to a NBHD manager requiring an employee to submit to a reasonable suspicion drug test, the manager must follow the "Management Referral for Impaired Performance Examination Including Reasonable Suspicion Drug Testing" (see Exhibit D). Refusal to submit to the reasonable suspicion drug and/or alcohol test or action/behavior which impedes the collection of the specimen will result in immediate discharge from employment.
  3. Post Accident Testing - Prior to a post accident drug test being performed on any employee, the Employee Health Nurse Practitioner or Emergency Department Physician must complete the Post Accident Drug Testing form (Exhibit D-2).
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4. When testing is conducted on a non-NBHD employee NBHD will be acting solely on behalf of the employer/school. Testing results and related documentation will be provided to the agency/school.. The agency/school is solely responsible for any actions taken after being provided with such documentation and information. A positive drug test precludes the non-NBHD employee from further participation in the contract or agreement.
- D. **Follow-Up (EAP) Testing:** If an employee, in the course of employment, is required to participate in a drug treatment program NBHD must require such employee to submit to random drug testing as a follow up to such program, for up to two years thereafter. Upon being cleared for duty by an approved treatment provider or rehabilitation program, the employee will also submit to a urine drug screen, and have a negative result prior to returning to work. If necessary, these drug tests may be observed by an individual of the same gender. Drugs tested are those in the healthcare employee drug panel. Advance notice of a testing date must not be given to the employee to be tested.
- E. Limited testing of applicants only if it is based on reasonable classification basis, is permissible in accordance with rules adopted by the Agency for Healthcare Administration.

#### VI. RECONSIDERATION FOR EMPLOYMENT FOLLOWING A POSITIVE DRUG TEST

If a job applicant wishes to be re-considered for employment following a positive confirmed drug screen, s/he must wait one year subsequent to the test result and must 1) provide NBHD with a written statement from a qualified treatment provider indicating successful completion of chemical dependency/substance abuse treatment and aftercare recommendations, 2) submit to a drug test and have a negative result, and 3) agree to follow-up, random drug testing for up to two years including periodic meetings with the EAP.

#### VII. TESTING PROCEDURE AND EMPLOYEE PROTECTION:

Drug testing under this policy will be performed by urinalysis. Pre-screening for alcohol shall be by breathalyzer or saliva testing with initial and confirmatory testing on a blood sample in conformity with applicable Agency for Healthcare Administration regulations. All specimen collection and testing for drugs under this policy shall be performed in accordance with the procedures outlined in the Appendix and as specified in the Employee Health manual, and in accordance with the Florida Drug Free Work Place Program and appropriate regulations.

- A. NBHD shall use chain-of-custody procedures as established by the Agency for Health Care Administration to ensure proper record keeping, handling, labeling, and identification of all specimens to be tested. See Section titled "**Chain of Custody**" in the Appendix.
  - B. Every specimen that produces a positive confirmed result shall be preserved in a frozen state by the licensed or certified laboratory that conducts the confirmation test, for a period of at least 210 days from the time the results of the positive confirmed test are mailed or other wise delivered to an NBHD\_MRO. However, if
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an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 210 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be re-tested, and for the integrity of the chain of custody during such transfer.

- C. Within five (5) working days after receipt of a written positive confirmed test result from the testing laboratory, the MRO shall inform the subject of such positive test result. The MRO shall discuss these results with the subject including the consequences of such test results, and the options available to the subject, and shall inquire whether prescriptive or over-the-counter medications could have caused the positive test result.
  - D. Upon request, the employee or the prospective employee, shall receive a copy of the test result report from the MRO.
  - E. Within five days after receiving notice of a positive confirmed test result, the subject may submit information to the NBHD MRO explaining or contesting the test results and why the results do not constitute a violation of NBHD's policy. If the subject does not respond to the MRO within 5 days, the positive test result will be maintained.
  - F. If a subject's explanation or challenge to the positive test results is unsatisfactory to the MRO, a letter to the employee or prospective employee, along with a report of the positive results, shall be provided by NBHD. All such documentation shall be kept confidential by NBHD and shall be retained by NBHD for at least one year. However, if a non-NBHD employee is tested such documentation will be provided to the employer/school of record. The employee may challenge the result under Section VI.B. of this policy.
  - G. NBHD may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a NBHD MRO.
  - H. A positive result on a Reasonable Suspicion or Post Accident test of an NBHD eligible employee may warrant a mandatory referral to the Employee Assistance Program and disciplinary action as a condition of continued employment. Pool and non-NBHD employees will not be eligible for continued employment.
  - I. If the NBHD is paying for the employee's participation in an employee assistance program or alcohol and drug rehabilitation program pursuant to coverage under the NBHD health insurance plan, the NBHD may choose which rehabilitation program the employee attends. Further, an employee shall be subject to discharge if:
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1. The employee has either refused to participate in the employee assistance program or rehabilitation program or has failed to successfully complete such program, as evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory compliance, or by a positive test result on a confirmation test after completion of the program; or
  2. An employee within the EAP shall be subject to discharge or discipline if they fail to comply with random/periodic testing procedures; or
  3. The employee has failed or refused to sign a written consent form allowing NBHD to obtain information regarding the progress and successful completion of an employee assistance program or alcohol and drug rehabilitation program.
- J. A positive reasonable suspicion or post-accident drug test will result in an investigation which will determine the appropriate course of action for the incident. The employee will be subject to disciplinary action up to and including termination. When the decision is for the employee to receive a final corrective action and a mandatory EAP referral, the employee must agree to complete rehabilitation and other recommendations as prescribed by the EAP or its designees. Furthermore the employee must agree to undergo follow up random screening for a period of 2 years and be subject to termination for any future policy violations. The employee will be required to sign a "Return to Work" agreement after being cleared for duty by the treatment provider and submit to a clearance for duty urine screen, which shall be negative.
- K. An employee in a safety-sensitive position while participating in an EAP or drug and alcohol rehabilitation program may be placed in a non-safety-sensitive position at the sole discretion of the NBHD, or placed on leave status. If placed on leave status, the employee shall be permitted to use any accumulated leave credits prior to being placed on leave without pay.
- L. Upon successful completion of an employee assistance program or alcohol and drug rehabilitation program, the employee may be reinstated to the same or equivalent position (if such a position is available) that was held prior to such rehabilitation. Reinstatement is also contingent upon their Family Medical status, if eligible, see Policy 6.70 for further clarification. Efforts will be made whenever possible to accommodate licensed healthcare professionals subject to restrictions imposed by State regulatory programs, however, such accommodations are not guaranteed.
- M. NBHD may not discharge, discipline, or discriminate against an employee, or refuse to hire job applicant, on the basis of any prior medical history revealed to NBHD pursuant to this section.
- N. NBHD shall not discharge, discipline, or discriminate against an employee solely upon voluntarily seeking treatment while under the employ of NBHD, for a drug related problem if the employee has not previously tested positive for drug use.

- O. NBHD shall pay the cost of all drug tests, initial and confirmation, which it requires of employees or job applicants.
- P. An employee or job applicant shall pay the costs of any additional drug tests not required by the NBHD.
- Q. NBHD Employee Health will notify Human Resources when prospective employees have successfully passed their employment placement medical history and physical. If the ACHA licensed laboratory confirms a positive test result, they will notify the MRO who will in turn notify the NBHD Employee Health Department. Employee Health will in turn notify Human Resources that the employment placement history and physical was not successfully completed.
- R. NBHD reserves the right to notify the appropriate professional or occupational licensing board of the results of any drug test. New and current employees are notified of this fact in the Substance Abuse Testing Consent to Perform form. Prospective employee substance abuse test results will be maintained as part of their confidential medical history file. Reasonable suspicion and EAP substance abuse test results will be kept in a confidential file in the EAP Department.
- S. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in §440.13(l), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in §775.082 or §775.083.

**VIII. CONFIRMATION TESTING:**

- A. If an initial drug test is negative, NBHD may, in its sole discretion and at NBHD's expense, seek a confirmation test.
- B. Only licensed and/or certified laboratories as described in the Appendix, **Drug Testing Standards-Laboratories** shall conduct confirmation drug tests.
- C. All positive initial urine tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS). All blood alcohol tests shall be confirmed by gas chromatography.

- D. If an initial drug test of an employee or job applicant is confirmed as positive, the employer's Medical Review Officer (MRO) shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or non-prescription medication taken by the employee or job applicant.

**IX. EMPLOYER PROTECTION:**

- A. No physician/patient relationship is created between an employee or job applicant and NBHD or any person performing or evaluating the drug test, by the establishment, implementation or administration of this drug testing policy.
- B. Nothing in this policy shall be construed to prevent NBHD from taking disciplinary action up to and including discharge related to employee possession, use, diversion, sale or solicitation of drugs, including convictions for drug related offenses.
- C. Refusal of an employee or job applicant to submit to a drug test shall result in the discharge of the employee or the refusal to hire the job applicant.

Refusal of an employee or job applicant to allow the laboratory to disclose the result of the drug test will be considered a refusal to test and shall result in the discharge of the employee or refusal to hire the applicant.

- D. An adulterated specimen or any attempt to tamper with the specimen shall constitute grounds for termination and permanent ineligibility for employment.
- E. If NBHD refuses to hire a job applicant based on a positive confirmed drug test result, they shall not be required to hold the employment position vacant while the job applicant pursues administrative action.
- F. NBHD may refer an employee with a first-time positive confirmed drug test result to an employee assistance program or alcohol and drug rehabilitation program. If the results of a subsequent confirmed test are positive, NBHD shall discharge that employee. If an employee does not comply with the requirements of the employee assistance program or alcohol and drug rehabilitation program, and/or fails to complete the program, the employee will be discharged.
- G. The NBHD may conduct random drug testing of employees occupying safety-sensitive or special-risk positions if the testing is performed in accordance with drug testing rules adopted by the Agency for Health Care Administration and the Department of Labor and Employment Security.

- H. No employee or job applicant whose drug test result is confirmed as positive in accordance with the provisions of this policy shall, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state or local handicap and disability discrimination laws.
- I. If NBHD discharges or disciplines an employee or refuses to hire a job applicant in compliance with this policy, its actions shall be considered to have discharged, disciplined, or refused to hire for cause.

**X. CONFIDENTIALITY:**

- A. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by NBHD as a result of this drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the Florida Drug Free Work Place Program and Act or by court order, or to an authorized interested licensing agency. Test results are confidential communications and exempt from the provisions of  $\text{§}119.07(1)$  and  $\text{§}24(a)$ ; Article 1 of the State Constitution.
- C. NBHD, laboratories, MRO's, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily by the person tested, except where such release is compelled by a hearing officer or a court of competent jurisdiction, or where appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
  - 1. The name of the person who is authorized to obtain the information.
  - 2. The purpose of the disclosure.
  - 3. The precise information to be disclosed.
  - 4. The duration of the consent.
  - 5. The signature of the person authorizing the release of information.

When testing a non-NBHD employee, the NBHD will be acting on behalf of the employer/school and as such is obligated to release the results of any drug test to the employer/school. The agency/school is obligated to report any positive results to the occupational or licensing board when appropriate.

- D. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
- D. An employee who participates in an employee assistance or alcohol and drug treatment program and has a 2<sup>nd</sup> positive drug test will be immediately discharged. Results may be released as agreed upon by the employee to the Bureau of Unemployment Compensation and appropriate professional or occupational licensing board as specified in the NBHD Back To Work Agreement.
- E. Nothing herein shall be construed to prohibit NBHD, its agents, or the laboratory conducting the test from having access to employee's drug test information when consulting with legal counsel in connection with actions brought under or related to this section or where the information is relevant to its defense in a civil or administrative matter.

**XI. CONSENT POLICY FOR MINORS:**

- A. All candidates for employment who are minors will have a consent form signed by their parent or legal guardian prior to the employment placement and physical. Their verbal approval will not be accepted by phone.
- B. The purpose of the aforementioned paragraph is to protect the minor by obtaining consent from the parent or legal guardian.

**XII. REMEDIES:**

- A. An employee or job applicant may challenge the drug test result as specified under Section VII, B. of this policy. However, nothing in this subsection shall affect the right of an employee or job applicant to seek relief in a court of competent jurisdiction.
- B. Any employer who complies with the provisions of Florida Statute §112.0455 shall be without liability from all civil actions arising from any drug testing program or procedure employed in compliance with the aforementioned statute.
- C. Pursuant to any claim alleging a violation of Florida Statute §112.0455, including a claim under this policy where it is alleged that NBHD's action with respect to a person was based on incorrect test result, there shall be a rebuttable presumption that the test was valid, if NBHD complied with the provisions of this policy and Florida Statute.

- D. Every employee and prospective employee has a right to consult the North Broward Hospital District Medical Review Officer (MRO) for technical information regarding drug testing.
- E. Employees wishing to discuss any aspect of this policy should contact their appropriate Regional Human Resource Department.

**References:** The Policy has been reviewed and approved by legal counsel.

The Florida Drug-free workplace program requirements: State of Florida Statutes, Chapter 440.101 and .102, and the Florida Drug Free Work Place Act, Section 12.0445, 1998.

**Authors:** Employee Assistance Program, Human Resources and Employee Health  
**Distribution:** All HR Staff & Districtwide Management

# EXHIBITS

**NOTICE/POLICY STATEMENT TO EMPLOYEES AND JOB APPLICANTS**

The following is a written policy statement concerning North Broward Hospital District's employment placement history and physical, pre-employment drug testing and reasonable suspicion drug testing:

- A. **North Broward Hospital District Philosophy** - The abuse of alcohol and controlled substances, narcotics and other mind or mood altering substances is documented to have serious adverse effects on a significant proportion of the national work force. Substance abuse impairs employee judgment and limits physical activities which may result in hazards to our patients and the public, employee injuries, faulty decision making and reduced productivity. The North Broward Hospital District recognizes its responsibility to maintain a drug-free work force and drug-free work environment. For these reasons, we have adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol.

In order to maintain a drug-free work force and drug-free work place, all potential employees who have been offered positions with NBHD will be subject to substance abuse testing as a component of the routine fitness-for-duty employment physical. Further, all NBHD employees may be subject to reasonable suspicion drug testing during their employment with NBHD. Refusal to submit to a Reasonable Suspicion drug test will result in immediate discharge. Further, an adulterated specimen or any attempts to tamper with the specimen shall constitute grounds for termination and permanent ineligibility for employment. It should also be noted that if an employee is injured in the course and scope of employment and tests positive, there arises a rebuttable presumption that the employee forfeits eligibility for medical and indemnity benefits under the Workers' Compensation Act.

With regard to individuals who have received a conditional employment offer, the refusal to submit to a drug test or a positive confirmed result for the drugs tested shall prohibit consideration of employment. If the individual wishes to be re-considered for employment following a positive confirmed drug screen, s/he must wait one year subsequent to the positive drug test and 1) provide NBHD with a written statement from a qualified treatment provider indicating successful completion of chemical dependency/substance abuse treatment, 2) submit to a drug test and have a negative result, and 3) agree to follow-up drug testing, for up to two years including periodic meetings with the EAP Director or designee.

As to employees, NBHD, following an investigation, may give an individual after a first positive confirmed drug test an opportunity to participate in, at the employee's own expense or pursuant to coverage under a health insurance plan, an employee assistance program or alcohol and drug rehabilitation program. Further, an employee shall be subject to disciplinary action up to and including discharge if:

1. The employee has either refused to participate in the employee assistance program or alcohol and drug rehabilitation program or has failed to successfully complete such program, as evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory compliance, or by a positive test result on a confirmation test after completion of the program; or
2. An employee within the EAP shall be subject to discharge or discipline if they fail to comply with periodic testing procedures; or

3. The employee has failed or refused to sign a written consent form allowing NBHD to obtain information regarding the progress and successful completion of an employee assistance program or alcohol and drug rehabilitation program.
- B. **Criminal Conviction Involving Drugs In The Work Place** - NBHD employees are required to report any criminal conviction involving drugs in the work place to Human Resources within five (5) days after the conviction.
- C. **Statutory Authority** - The North Broward Hospital District employment placement history and routine fitness-for-duty physical, and reasonable suspicion drug testing policy and procedure, are in conformity with the Florida "Drug-Free Work Place Act," Florida Statute 112.0455, et seq. and the Florida Drug Free Work Place Program, Sections 440.101 and .102 Florida Statutes.
- D. **Confidentiality** - All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received by NBHD as a result of this drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings except in accordance with the North Broward Hospital Drug Free Work Place and Drug Testing Policy and applicable law, or by court order or to an authorized, interested licensing agency.
- E. **Testing** - The test subject will be given an opportunity to provide information to the MRO that he or she considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs or other relevant medical information. Additionally, test subjects will receive notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test.
- F. **Reporting The Use Of Prescription or Non-Prescription Medication** - The proper use of medication prescribed by physicians is not prohibited; however, we do prohibit the misuse of prescribed medications. Prescription drugs may also affect the safety of our patients, the employee, fellow employees, or members of the public.

Therefore, any employee who is taking any mind or mood altering substance which might impair safety, performance, or any motor functions must report to NBHD's Employee Health to complete the "Form. For Reporting The Use Of Prescription Or Non-Prescription Medication" (Exhibit E) before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the NBHD determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job, the NBHD may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action, up to and including termination. Prescription medication must be kept in its original container if such medication is taken during working hours or on NBHD property. Additionally, a subject may report in confidence to NBHD's MRO the use of prescription or non-prescription medication both before and after being tested.

- G. **North Broward Hospital District Employee Assistance Program** - The North Broward Hospital District has its own employee assistance program available to all full-time and part-time benefited employees. If an employee is not covered under the North Broward Hospital District benefit plan, the North Broward Hospital District will provide names of local employee assistance programs and local alcohol and drug rehabilitation programs. The EAP telephone number is 847-4327.

- H. **Contestability** - An employee or job applicant to whom this policy applies, who receives a positive confirmed drug test result will be contacted by a Medical Review Officer (MRO) regarding this positive result. The employee or job applicant may contest or explain the result to the MRO within five (5) working days after notification of the positive test results as outlined in the **Testing Procedure and Employee Protection** section of the NBHD Drug Free Work Place and Drug Testing Policy. If the job applicant does not respond to the MRO within 5 working days, the applicant will be considered ineligible for the position and not hired. If any employee or job applicant's explanation or challenge is unsatisfactory to the NBHD MRO, the MRO shall report a positive test result to NBHD. The test subject may contest the drug test result as provided in the **Remedies** section of the policy.
- I. **Notification of Administrative or Civil Actions** - It is the responsibility of each employee and job applicant to notify the laboratory of any administrative or civil actions brought pursuant to Florida Statute 112.0455, Florida's "Drug-Free Work Place Act", or Florida Statute 440.101 - 102, Florida's "Drug-Free Work Place Program".
- J. **Tested Drugs** - The following is a list of drugs for which NBHD may test for job applicants:
- Opiates, Cocaine, Marijuana, Phencyclidine (PCP), Amphetamines.
- The following is a list of drug groups for which NBHD will test for under Reasonable Suspicion, Post Accident and EAP testing (Healthcare Employee Drug Panel):
- Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana, Narcotics, and, PCP.
- Please be sure to thoroughly review the NBHD and HRS Drug Testing Lists prior to your completing the Substance Abuse Testing Consent to Perform form. This is a list of drugs for which NBHD will test, described by brand names, and chemical name.
- K. **Right to Consult MRO** - Every employee and prospective employee has a right to consult the NBHD Medical Review Officer (MRO) for technical information regarding prescription and non prescription medications.

If you wish to discuss any aspect of this policy, or should you wish to view the **complete** North Broward Hospital District Drug Free Work Place and Drug Testing policy, please contact your appropriate Human Resource Department:

Broward General Medical Center (BGMC)	355-5048
North Broward Medical Center (NBMC)	786-6900
Imperial Point Medical Center (IPMC)	776-8680
Coral Springs Medical Center (CSMC)	344-3010
North Broward Hospital District (NBHD)	355-5048

I HAVE READ AND UNDERSTAND THE ABOVE:

\_\_\_\_\_  
NAME (Please Print)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

WHITE - Employee Health    PINK – Applicant



North Broward Hospital District

**LETTER TO JOB CANDIDATE FROM NBHD (Non-Licensed)**

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Date

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---

Dear Sir or Madam:

As you know, during your routine employment fitness-for-duty physical examination, you consented to, and provided a urine sample for the purpose of a drug test . As you have been advised by the Medical Review Officer (MRO), your urine sample has undergone screening and confirmatory tests, including gas chromatography/mass spectrophotometry. You were provided a five (5) day opportunity to submit information to the MRO explaining or contesting the test results and why the results do not constitute a violation of the NBHD's Drug Free Workplace Policy. The MRO has reported to the NBHD that your drug test has been confirmed to be positive for the following substances(s).

- Amphetamines \_\_\_\_\_
- Phencyclidine (PCP) \_\_\_\_\_
- Cocaine \_\_\_\_\_
- Marijuana \_\_\_\_\_
- Opiates \_\_\_\_\_
- Adulterated Specimen \_\_\_\_\_

As a result of this positive test result you are not eligible to work for the North Broward Hospital District or any of its facilities (Broward General, North Broward, Imperial Point and Coral Springs Medical Center or any other NBHD facility). If you wish to be re-considered for employment following a positive confirmed drug screen, you must wait one year subsequent to the positive result and 1) provide NBHD with a written statement from a qualified treatment provider indicating successful completion of chemical dependency/substance abuse treatment and aftercare recommendations, 2) submit to a drug test and have a negative result, 3) and submit to follow-up random drug testing for up to 2 years as well as periodic meetings with the EAP Director or designee. Further, an adulterated specimen or any attempts to tamper with the specimen shall constitute permanent ineligibility for employment.

Sincerely,

\_\_\_\_\_  
Employee Health Nurse



North Broward Hospital District

SAMPLE LETTER TO PROSPECTIVE EMPLOYEE FROM NBHD (Nurse)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Dear Sir or Madam::

As you know, during your employment fitness for duty physical examination you consented to and provided a urine sample for the purpose of a drug test. As you had been advised by the Medical Review Officer (MRO), your urine sample has undergone screening and confirmatory tests including gas chromatography/mass spectrophotometry. You were provided a five (5) day opportunity to submit information to the MRO explaining or contesting the test results and why the results do not constitute a violation of the NBHD's Drug Free Workplace Policy. The MRO has reported to the District that your drug test has been confirmed to be positive for the following substance(s):

- Amphetamines \_\_\_\_\_
- Phencyclidine (PCP) \_\_\_\_\_
- Cocaine \_\_\_\_\_
- Marijuana \_\_\_\_\_
- Opiates \_\_\_\_\_
- Adulterated Specimen \_\_\_\_\_

We have conferred with the Intervention Project for Nurses (IPN) and we understand that this may constitute a violation of the Nurse Practice Act. Therefore we would encourage you to contact the IPN and the statewide assistance and advocacy program for Nurses. The IPN is an alternative to the disciplinary action for nurses who are in violation of the Nurse Practice Act because of the use of drugs, alcohol or psychological impairment.

You are instructed to consult with the IPN within two (2) working days of receipt of this certified letter. The IPN phone number is (800) 840-2720. If you fail to contact the IPN, we are obligated by law to report this situation to the Agency for Health Care Administration/Department of Health, the investigative body of the Board of Nursing for possible violation of the Nurse Practice Act. Upon signing the consent for substance abuse testing under the NBHD Drug Free Workplace Policy, you had agreed to the release of all positive confirmed drug-testing results to any appropriate professional or occupational licensing boards.

You have the right to have the specimen re-tested at your own expense. Please contact Employee Health for further information.

Sincerely,

\_\_\_\_\_  
Employee Health Nurse, NBHD

(954) \_\_\_\_\_



North Broward Hospital District

**SAMPLE LETTER TO EAP PARTICIPANT FROM NBHD (Non-Licensed)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Dear Employee:

As you know, you recently consented to and provided a urine and/or blood sample for the purpose of a drug test. As you have been advised by the Medical Review Officer (MRO), your urine and/or blood sample has undergone screening and confirmatory tests, including gas chromatography/mass spectrophotometry. You were provided a five (5) day opportunity to submit information to the MRO explaining or contesting the test results and why the results do not constitute a violation of the NBHD's Drug Free Workplace Policy. The MRO has reported to the NBHD that your drug test has been confirmed to be positive for the following substances(s).

- |                 |       |                      |       |
|-----------------|-------|----------------------|-------|
| Alcohol         | _____ | Phencyclidine (PCP)  | _____ |
| Amphetamines    | _____ | Cocaine              | _____ |
| Barbiturates    | _____ | Marijuana            | _____ |
| Benzodiazepines | _____ | Opiates              | _____ |
| Narcotics       | _____ | Adulterated Specimen | _____ |

As a result of this positive test result, you are not eligible to work for the North Broward Hospital District or any of its facilities (Broward General, North Broward, Imperial Point and Coral Springs Medical Centers or any other NBHD facility). If you wish to be re-considered for employment following a positive confirmed drug screen, you must wait one year subsequent to the positive drug test result and 1) provide NBHD with a written statement from a qualified treatment provider indicating successful completion of chemical dependency/substance abuse treatment and aftercare recommendations, 2) submit to a drug test and have a negative result, and 3) and submit to follow-up random drug testing for up to two (2) years as well as periodic meetings with the EAP Director or designee. Further, an adulterated specimen and any attempts to tamper with the specimen shall constitute permanent ineligibility for employment.

You have the right to have a specimen retested at your own expense. Please contact Employee Health for further information.

For your reference, we are attaching a copy of the entire North Broward Hospital District Drug Free Workplace Policy.

Sincerely,

\_\_\_\_\_  
Employee Health Nurse, NBHD

(954) \_\_\_\_\_

(Attachment)

EXHIBIT B – 3(b)



North Broward Hospital District

**SAMPLE LETTER TO EAP PARTICIPANT FROM NBHD (Licensed)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Dear Employee:

As you know, you recently consented to and provided a urine and/or blood sample for the purpose of a drug test. As you have been advised by the Medical Review Officer (MRO), your urine and/or blood sample has undergone screening and confirmatory tests, including gas chromatography/mass spectrophotometry. You were provided a five (5) day opportunity to submit information to the MRO explaining or contesting the test results and why the results do not constitute a violation of the NBHD's Drug Free Workplace Policy. The MRO has reported to the NBHD that your drug test has been confirmed to be positive for the following substances(s).

Alcohol	_____	Phencyclidine (PCP)	_____
Amphetamines	_____	Cocaine	_____
Barbiturates	_____	Marijuana	_____
Benzodiazepines	_____	Opiates	_____
Narcotics	_____	Adulterated Specimen	_____

As a result of this positive test result, you violated your Back to Work agreement with the North Broward Hospital District and thus have been discharged from your position.. We are required to report the results of this drug test to your professional/occupational licensing board. Please contact them directly regarding your license.

You have the right to have a specimen retested at your own expense. Please contact Employee Health for further information.

For your reference, we are attaching a copy of the entire North Broward Hospital District Drug Free Workplace Policy.

Sincerely,

\_\_\_\_\_  
Employee Health Nurse, NBHD

(954) \_\_\_\_\_

(Attachment)



North Broward Hospital District

**SAMPLE LETTER TO EAP PARTICIPANT FROM NBHD (Nurse)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

Dear

As you know, you recently consented to and provided a urine and/or blood sample for the purpose of a drug test. As you have been advised by the Medical Review Officer (MRO), your urine and/or blood sample has undergone screening and confirmatory tests, including gas chromatography/mass spectrophotometry. You were provided a five (5) day opportunity to submit information to the MRO explaining or contesting the test results and why the results do not constitute a violation of the NBHD's Drug Free Workplace Policy. The MRO has reported to the NBHD that your drug test has been confirmed to be positive for the following substances(s).

Alcohol	_____	Phencyclidine (PCP)	_____
Amphetamines	_____	Cocaine	_____
Barbiturates	_____	Marijuana	_____
Benzodiazepines	_____	Opiates	<u>  x  </u>
Narcotics	_____	Adulterated Specimen	_____

We have conferred with the Intervention Project for Nurses (IPN) and we understand that this may constitute a violation of the Nurse Practice Act. Therefore we would encourage you to contact the IPN and the statewide assistance and advocacy program for Nurses. The IPN is an alternative to the disciplinary action for nurses who are in violation of the Nurse Practice Act because of the use of drugs, alcohol or psychological impairment.

You are instructed to consult with the IPN within five (5) working days of receipt of this certified letter. The IPN phone number is (800) 840-2720. If you fail to contact the IPN, we are obligated by law to report this situation to the Agency for Health Care Administration/Department of Health, the investigative body of the Board of Nursing for possible violation of the Nurse Practice Act. Upon signing the consent for substance abuse testing under the NBHD Drug Free Workplace Policy, you had agreed to the release of all positive confirmed drug-testing results to any appropriate professional or occupational licensing boards.

You have the right to have the specimen re-tested at your own expense. Please contact Employee Health for further information.

Sincerely,

\_\_\_\_\_  
 Employee Health Nurse, NBHD

(954) \_\_\_\_\_

NORTH BROWARD HOSPITAL DISTRICT  
 SUBSTANCE ABUSE TESTING  
 CONSENT TO PERFORM FOR PROSPECTIVE, CURRENT AND NON-NBHD EMPLOYEES

I, \_\_\_\_\_, consent to a medical examination and the collection of test samples, as requested by the North Broward Hospital District, for the purpose of determining the presence of drugs or alcohol, if any.

**PROSPECTIVELY EMPLOYED**

I hereby certify that I understand that a refusal to test, impeding the collection of a specimen, or refusal to have a test result disclosed, or a positive result for the drugs tested shall prohibit consideration of employment. I understand that if I wish to be reconsidered for employment following a positive confirmed drug test, I must comply with Section A of the **Notice to Employees and Job Applicants** which I have previously read and signed. I also understand an adulterated specimen, or any attempt to tamper with the specimen shall constitute grounds for permanent ineligibility for employment.

I understand that if hired, I consent to submit to a "reasonable suspicion" drug/alcohol test in accordance with the NBHD Drug Free Work Place and Drug Testing Policy, if requested. Further, I understand that refusal to submit to this test will result in my termination.

**CURRENTLY EMPLOYED/NON-NBHD EMPLOYEES**

I consent to submit to a reasonable suspicion drug/alcohol test in accordance with the NBHD Drug Free Workplace Policy. Further I hereby certify that I understand that refusing to submit to this drug test, impeding the collection of a specimen, or refusal to have the test result disclosed will result in immediate discharge. I also understand that an adulterated specimen, or any attempt to tamper with the specimen shall constitute grounds for termination and permanent ineligibility for employment.

A positive drug test result, may, following an investigation, warrant a mandatory referral to the EAP and/or rehabilitation at my expense or paid for by insurance. Failure to comply with and complete the program to which I am referred will result in immediate termination.

I understand that if I do test positive for any drug or alcohol (and I cannot provide proper written medical authorization to take that drug), I will receive written notice within five (5) working days after the NBHD Medical Review Officer (MRO) receives written notice of any positive confirmed test result. Upon written request, I may receive a copy of the test result report. Within five (5) working days after receiving notice of a positive confirmed test result, I understand that I may submit information to the MRO explaining the test results, and why the results do not constitute a violation of the NBHD policy.

**THE NBHD JOB APPLICANT DRUG SCREEN TESTS FOR:** opiates, phencyclidine (PCP), marijuana, cocaine, and amphetamine.

**THE NBHD REASONABLE SUSPICION, POST ACCIDENT, EAP DRUG SCREEN TESTS FOR:** alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, narcotics and PCP.

Please list all over-the-counter drugs (cough medicine, antihistamines, anti-diarrheals) and prescription medications--including injections you have taken (received) in the last two weeks:

Specific Brand Name Medication/Drug	Reason for Medication Per Day	Dosage Strength Last Dose	Date and Time of Last Dose	How Many Days Used

I also agree to notify the appropriate Employee Health department at any time in the future of any mood or mind altering prescription and non-prescription medication that may effect my job performance using the Form for Reporting the Use of Prescription or Non-Prescription Medication.

I certify that the specimen given is my urine/blood, that it was voluntarily given for the purpose of substance abuse testing, and that the above information given is correct. Also, I hereby agree to the release of all positive confirmed drug testing results to any appropriate professional or occupational licensing boards. Further, I hereby release and agree to hold harmless the North Broward Hospital District, its employees and its agents from any liability to me based on the results of said substance abuse testing.

\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Witness Date  
 WHITE-Employee Health PINK-Job Applicant

**IMPAIRED PERFORMANCE EXAMINATION INCLUDING  
REASONABLE SUSPICION DRUG TESTING - PROGRAM FLOW**

Manager Has Suspicion of Employee Impaired Performance (Possible Drug/Alcohol Use)

↓  
Manager Reviews "Management Referral For Impaired Performance  
Examination Including Reasonable Suspicion Drug/Alcohol Test"

↓  
If Manager Believes Reasonable Cause Exists, Manager Completes:

↓  
1. Impaired Performance - Reasonable Suspicion Drug Testing - Management Referral Form

↓  
2. Observation Check List

↓  
**EMPLOYEE HEALTH OPEN**

↓  
Manager gets Human Resources  
Director or Designee Signature

↓  
Manager Contacts Employee  
Health for Exam/Testing  
Preparation

↓  
Manager Explains Process To  
Employee To Be Tested  
(with Security, if Needed)

↓  
Manager Escorts Employee To  
Employee Health For  
Exam/Testing

↓  
Exam/Test

↓  
Manager Arranges For Employee  
To Get Home Safely

↓  
**EMPLOYEE HEALTH CLOSED**

↓  
\* Manager/Nursing Supervisor Calls  
Human Resource Director Or  
Designee At Home For  
Discussion/Signature  
(Administrator On-Call Is Backup)

↓  
Manager/Designee Contacts Nursing  
Supervisor On Duty For  
Exam/Testing Preparation

↓  
Manager/and or Nursing Supervisor  
Explains Process To Employee To  
Be Tested  
(with Security, if Needed)

↓  
Manager And/Or Nursing  
Supervisor Escort Employee To  
Exam/Testing Site

↓  
Exam/Test

↓  
Manager and/or Supervisor Arranges  
For Employee To Get Home Safely

**\*If an employee suspects a co-worker of impaired performance, they must contact the Nursing Supervisor who will initiate the process.**

**MANAGEMENT REFERRAL FOR IMPAIRED PERFORMANCE EXAMINATION INCLUDING  
REASONABLE SUSPICION AND POST ACCIDENT DRUG AND/OR ALCOHOL TESTING**

As a manager/supervisor, you may suspect that one of your employees is not fit for duty for any of several reasons including being under the influence of alcohol or drugs while working. This suspicion may be brought upon by a number of reasons, including but not limited to:

- alcohol on the breath
- presence of drug paraphernalia
- slurred or incoherent speech
- drowsiness or sleepiness
- unusually aggressive behavior
- erratic or unusual behavior, i.e., paranoia, mood swings, irritability
- lack of manual dexterity
- lack of coordination
- involvement in a work place or vehicular accident while on duty
- discrepancies in the administration of patient medication, and/or possible drug diversion

**Procedures:**

If your employee's condition or behavior causes you to question his/her ability to perform normal work duties, you may have identified reasonable cause or suspicion for a impaired performance examination including drug testing. It should be noted that THE PRESENCE OF ONE SYMPTOM BY ITSELF IS USUALLY NOT ADEQUATE TO WARRANT A TEST, USUALLY A PATTERN MUST BE DISCERNIBLE.

1. If you wish to have the employee submit to an impaired performance examination including a alcohol and/or drug test, a "Impaired Performance - Reasonable Suspicion Drug Testing - Management Referral" form must be completed (Exhibit D-1). It is important to document any observed deficiencies in employee performance or behavior. Your documentation must be directly related to the employee's inability to satisfactorily perform his/her job. Please note that both the Management Referral form and the first half of the Observation Check List (Exhibit D-3) must be completed and then reviewed by your Human Resource Director or designee prior to any exam/testing.
2. These forms must then be taken to the Employee Health Department or if closed, to the Nursing Supervisor on duty for discussion and exam preparation. Following this discussion and preparation, the employee must be counseled in private to explain the reasons for the testing and the procedure to be followed. The employee will then be escorted to the collection site for the impaired performance examination and drug testing.
3. If the employee refuses the reasonable suspicion drug and/or alcohol test, or impedes the collection of the specimen the employee will be subject to termination. Refusal to test must be documented on the bottom of Exhibit D-1.
4. The manager will also complete the corrective action report for violation of the NBHD Drug Free Workplace policy (Exhibit D- 4) which will become effective only upon obtaining a confirmed positive test result.
5. Once an employee has undergone the impaired performance examination and drug testing, the employee must be sent home (important note: the employee should be driven home by cab, fellow employee or family member) for the remainder of the shift and may not return to work until the test

result has been reviewed. The employee will be suspended without pay pending the results of the drug test.

6. The impaired performance examination and drug test result (positive or negative) will be communicated to the appropriate manager by the Employee Health Department.
7. A confirmed positive drug/alcohol test will result in an investigation which will determine the appropriate course of action for the incident. When the decision is for the employee to receive a final corrective action and a mandatory EAP referral the employee will be required, as a condition of continued employment, to seek appropriate counseling and treatment through the North Broward Hospital District Employee Assistance Program. The employee must successfully complete the prescribed treatment in order to maintain employment with the NBHD. Any further occurrences of on-the-job impairment will result in immediate termination. If the employee is recommended for inpatient treatment, the employee will be eligible for using accrued SP/PL.
8. The employee must contact and be evaluated by the internal EAP within 3 business days of receiving notification of a positive test result. The employee will be eligible for PL upon meeting with the EAP. If the employee acknowledges the need for rehabilitation prior to receipt of the drug test result, they can meet with the EAP prior to receiving a confirmed drug test result.
9. The employee must follow up with EAP treatment recommendations within 5 business days. The employee will be eligible for using accrued sick and personal leave upon initiating treatment by an approved treatment provider within the allowed time frames.
10. Failure to comply with 8 and 9, will be grounds for termination
11. If the confirmed test results are negative (no alcohol or illegal drug detected), the employee will be reimbursed regular pay for any scheduled work days suspended.
12. **Post Accident Drug Testing** - If an employee is involved in a work place accident or injury where any of the following criteria are met, a post accident drug test may be performed: 1. The accident includes property damage of over \$200. 2. The treating Emergency Department Physician or Employee Health Nurse Practitioner determines that the test should be done. Prior to a post accident drug test being performed on any employee, the Employee Health Practitioner or Emergency Department Physician must complete the Post Accident Drug Testing Form (Exhibit D-2). Complete Steps 2 – 11 on preceding page.

MANAGEMENT REFERRAL

IMPAIRED PERFORMANCE - REASONABLE SUSPICION DRUG TESTING

EMPLOYEE TO BE TESTED: \_\_\_\_\_ DATE: \_\_\_\_\_

FACILITY: \_\_\_\_\_ TIME: \_\_\_\_\_

POSITION: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

LOCATION OF INCIDENT: \_\_\_\_\_

PROBLEM AREAS: (Please explain below)

- Slurred or incoherent speech
- Presence of drug paraphernalia
- Alcohol on the breath
- Absenteeism/Lateness
- Drowsiness or sleepiness
- Heavy sweating/perspiration
- Evidence of drug diversion
- Erratic or unusual behavior (Paranoia, mood swings, irritability)
- Lack of coordination/dexterity
- Disappearance during the work day
- Argumentative
- Other: \_\_\_\_\_

MANAGER'S NARRATIVE OF THE INCIDENT: (Use additional sheet if necessary)

MANAGER MUST COMPLETE AND ATTACH AN OBSERVATION CHECK LIST (D 3). It is important to document any observed deficiencies in employee performance or behavior. Your documentation must be directly related to the employee's inability to satisfactorily perform his/her job. It should be noted that the presence of one symptom by itself on the observation check list is usually not adequate to warrant a test, usually a pattern must be discernible.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I recommend the employee be tested for:

\_\_\_\_\_ Alcohol (blood test): \_\_\_\_\_ Controlled Substances (urine test)

\_\_\_\_\_ Both Alcohol and Controlled Substances (blood and urine test):

\_\_\_\_\_  
Manager's Signature \_\_\_\_\_  
Date

COMMENTS OF WITNESS: (If there is a witness, have them comment in their own handwriting)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness's Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Regional Human Resource Director Signature \_\_\_\_\_  
Date  
(During off-hours, contact the Human Resource Director or designee at home.)

If the employee refuses to submit to the test, please have the employee sign-off on the following statement.

I UNDERSTAND THAT MY REFUSAL TO SUBMIT TO A REASONABLE SUSPICION DRUG TEST IS GROUNDS FOR TERMINATION.

\_\_\_\_\_  
Employees Signature/Date \_\_\_\_\_  
Witness Signature/Date

*This form is for observed unusual behavior of an employee and is not to be construed as a document of disciplinary action.*

EXHIBIT D-2

POST ACCIDENT DRUG TEST

IMPAIRED PERFORMANCE - REASONABLE SUSPICION DRUG TESTING

EMPLOYEE TO BE TESTED: \_\_\_\_\_ DATE: \_\_\_\_\_

FACILITY: \_\_\_\_\_ TIME: \_\_\_\_\_

POSITION: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

LOCATION OF INCIDENT: \_\_\_\_\_

PROBLEM AREAS: (Please explain below)

- Unexplained Work Related Accident
- Work Related Accident with over \$200 Property Damage
- Slurred or incoherent speech
- Presence of drug paraphernalia
- Alcohol on the breath
- Absentecism/Lateness
- Drowsiness or sleepiness
- Heavy sweating/perspiration
- Erratic or unusual behavior (Paranoia, mood swings, irritability)
- Lack of coordination/dexterity
- Disappearance during the work day
- Argumentative
- Other: \_\_\_\_\_

EMPLOYEE HEALTH NURSE/PRACTITIONER or EMERGENCY DEPARTMENT PHYSICIAN NARRATIVE OF THE INCIDENT:

(Use additional sheet if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I recommend the employee be tested for:

\_\_\_\_\_ Alcohol (blood test); \_\_\_\_\_ Controlled Substances (urine test);

\_\_\_\_\_ Both Alcohol and Controlled Substances (blood and urine test);

\_\_\_\_\_  
Signature Date

COMMENTS OF WITNESS: (If there is a witness, have them comment in their own handwriting)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness's Signature Date

*This form is for observed unusual behavior of an employee and is not to be construed as a document of disciplinary action.*

EMPLOYEE TO BE TESTED: \_\_\_\_\_

**OBSERVATION CHECK LIST**

(To be completed by individual initiating the drug test)

- 1. **Walking - Unsteady**     Stumbling     Staggering     Falling     Unable to.     Swaying      
 Holding on.
- 2. **Standing -**     Swaying     Rigid     Unable to stand     Feet wide apart     Staggering  
 Sagging at knees.
- 3. **Speech -**     Shouting     Silent     Whispering     Slow     Rambling     Slurred  
 Slobbering     Incoherent     Inappropriate.
- 4. **Demeanor - Talkative**     Cooperative     Polite     Calm     Sleepy     Crying     Silent      
 Excited     Sarcastic     Fighting.
- 5. **Actions - Drowsy**     Resisting communications     Fighting     Threatening     Calm      
 Profanity     Hyperactive     Hostile     Erratic.
- 6. **Eyes -**     Bloodshot     Watery     Glassy     Droopy     Closed.
- 7. **Face -**     Flushed     Pale     Sweaty.
- 8. **Appearance/Clothing -**     Unruly     Messy     Dirty     Partially dressed     Neat  
 Bodily excrement stains/stains on clothing     Having odor.
- 9. **Breath -**     Alcoholic odor     Faint alcoholic odor     No alcoholic odor.
- 10. **Movements -**     Fumbling     Jerky     Slow     Normal     Nervous     Hyperactive.
- 11. **Eating/Chewing -**     Gum     Candy     Mints     Other-identify if possible: \_\_\_\_\_
- 12. **Other Observations -** \_\_\_\_\_

**BASIC ON-SITE COORDINATION EXAMINATION**

(To be completed by Employee Health Nurse/Practitioner or Nursing Supervisor or Emergency Department Physician or designee)

- 1. **Do you have any medical problems or illnesses?**     YES     NO  
(If yes, please explain below under Remarks/Comments).
- 2. **Balance -**     Fair     Falling     Swaying     Staggering     Sagging Knees
- 3. **Walking & Turning - Falling**     Fair     Swaying     Stumbling     Arms extended for balance      
 Sure footed     Reaching for support.
- 4. **Finger to Nose -**     Right:     sure     uncertain  
 Left:     sure     uncertain
- 5. **Speech -**     Fair     Slurred     Incoherent     Confused     Silent     Whispering.
- 6. **Awareness -**     Fair     Confused     Bewildered     Sleepy     Alert.

REMARKS/COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE HEALTH NURSE/PRACTITIONER OR NURSING SUPERVISOR OR EMERGENCY DEPARTMENT PHYSICIAN OR DESIGNEE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

NORTH BROWARD HOSPITAL DISTRICT

REASONABLE SUSPICION DRUG TESTING  
EMPLOYEE INFORMATION

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

FACILITY: \_\_\_\_\_

DATE OF TEST: \_\_\_\_\_

POSITION: \_\_\_\_\_

**Actions Being Taken:**

We are requesting that you submit to a reasonable suspicion drug test in compliance with the North Broward Hospital District's Drug Free Work place Policy. Reasons for the test have been reviewed with you and are listed on the appropriate Employee Health forms.

You are being suspended without pay until the results of the drug test are completed.

**Results:**

If the drug test results are negative, this form will be removed from your HR file and you will be reimbursed your regular pay for any scheduled work days you were suspended.

A positive drug test will result in an investigation which will determine the appropriate course of action for the incident. You will be subject to disciplinary action up to and including termination. If the decision is a final corrective action you will be required as a condition of continued employment to seek appropriate counseling and treatment through the Employee Assistance Program (mandatory EAP referral). You must successfully complete treatment in order to maintain employment.

If you are a licensed healthcare professional, we recommend that you contact the Intervention Project for Nurses at 1-800-840-2720 or the Professionals Resource Network (other licensed professionals) at 1 800-888-8776.

You must contact the EAP office at 954-847-4327 within three (3) business days of receiving notification of a positive test result. You can choose to be evaluated for your problem prior to receiving the test result and may be eligible for accrued PL upon being evaluated by the EAP.

Please call Human Resources or the EAP if you have any questions about this process or the NBHD Drug Free Workplace Policy.

\_\_\_\_\_  
Supervisor signature

\_\_\_\_\_  
Human Resource Signature

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

**NORTH BROWARD HOSPITAL DISTRICT**

**FORM FOR REPORTING THE USE OF PRESCRIPTION  
OR NON-PRESCRIPTION MEDICATION**

*SUBMIT TO EMPLOYEE HEALTH ONLY*

NAME: \_\_\_\_\_  
 (Please Print) Last Name First Name Middle Initial

DATE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

DEPARTMENT/AREA: \_\_\_\_\_

POSITION: \_\_\_\_\_

*Please list all prescription and non-prescription medication that may have a mind or mood altering effect on your job performance.*

Specific Brand Name Medication/Drug	Reason for Medication Per Day	Dosage Strength Last Dose	Date and Time of Last Dose	How Many Days Used

EMPLOYEE SIGNATURE: \_\_\_\_\_

**THIS FORM MUST BE RETAINED IN THE EMPLOYEE'S HEALTH FILE.**

## NBHD DRUG TESTING LIST

<u>CHEMICAL NAME</u>	<u>GENERIC NAME</u>	<u>BRAND NAME</u>
AMPHETAMINES	Amphetamine	Biphphetamine
	Amphetamine Sulfate	
	Benzphetamine	Didrex
	Dextroamphetamine	Dexedrine
	Diethylpropion	Tenuate
	Fenfluramine	Pondimin
	Mazindol	Sanorex
	Methamphetamine	Desoxyn
		Obetrol
	Methylphenidate	Ritalin
	Pemoline	Cylert
	Phendimetrazine	Phenazine
		Adipost
		Trimtabs
		Metra
		Prelv-2
		Adphen
		Weightrol
		Obalan
		PT105
		Wehless
		Obezoine
		Trimcaps
		Bontril
		Plegine
		Bacarate
		Dyrexan
		Statobex
		Melfiat
		Trimen
	Phenmetrazine	Preludin
	Phentermine	Ionamine
	Fastin	
	Obephen	
	Obermine	
	Obestin	
	Parmine	
	Phentride	
	Phentrol	
	T-Diet	
	Wilpowr	
	Adipex	
	Dapex	

<u>CHEMICAL NAME</u>	<u>GENERIC NAME</u>	<u>BRAND NAME</u>
BARBITURATES	Mephobarbital	Mebaral
	Metharbital	Gemonil
	Phenobarbital	Phenobarb
		Solfoton
		Barbita
		Dilantin with Phenobarb
	Primidone	Mysoline
	Amobarbital	Amytal
		Tuinal
	Aprobarbital	Alurate
	Butabarbital	Buticaps
		Butisol
		Butalan
	Pentobarbital	Nembutal
	Secobarbital	Seconal
	Talbutal	Lotusate
	Esgic	
	Fioricet	
	Fiorinal	
Butalbitol	Phrenilin	
	Triad	
BENZODIAZEPINES	Alprazolam	Xanax
	Clonazepan	Clonapin
	Chlordiazepoxide	Librium
		Libritabs
		Limbitrol
		Menrium
		Librax
		CDP Plus
		Clindex
		Clinoxide
		Clipoxide
	Clorazepate	Clorazecaps
		Tranxene
		Gen-Xene
	Diazepam	Valium
		Valrelease
		Q-Pam
		T-Quil
		Zetran
	Flurazepam	Dalmane
	Halazepam	Paxipam
	Lorazepam	Ativan
	Midazolam	Versed
Oxazepam	Serax	
	Zaxopam	
Prazepam	Centrax	
	Verstran	
Temazepam	Restoril	
	Temaz	
Triazolam	Halcion	
	Azene	

CHEMICAL NAME

GENERIC NAME

BRAND NAME

NARCOTICS

Codeine

Tylenol with Codeine  
Empirin with Codeine  
APAP with Codeine  
Aspirin with Codeine  
Robitussin AC  
Guiatuss AC  
Novahistine DH  
Novahistine Expectorant  
Phenaphen E  
Codeine  
Sedapap #3  
Codalan  
Dolprin #3  
B-A-C #3  
Tussi-organidin

Fentanyl

Heroin

Hydrocodone

Sublimaze  
Banacap HC  
Dolacet  
Hydrocet  
Hydrogesic  
Lorcet HD  
T-Gesic  
Zydone  
Norcet  
Vicodin  
Lortabs  
Damason-P  
Anexsia  
Azdone  
Anodynosphc  
6-Gesic  
Duocet  
Duradyne DHC  
Hy-Phen

Hydromorphone

Levorphanol

Meperidine

Dilaudid  
Levo-Dromoran  
Demerol  
Pethadol  
Mepergan

Methadone

Methadose

Morphine

Dolophine

MSIR

Roxanol

MS Contin

Opium

RMS Suppositories

B&O Suppositories

Paregoric

Parepectolin

Donnagel PG

CHEMICAL NAME

GENERIC NAME

BRAND NAME

NARCOTICS (Continued)

Oxycodone

Roxicodone  
Tylox  
Roxicet  
Percocet  
Percodan  
Codoxy  
Roxiprin  
Oxycet  
Numorphan  
Darvon  
Darvon N  
Prophene  
Bexophene  
Dolene  
Genagesic  
Wygesic  
Darvocet  
Propacet  
Talwin  
Talacen

Oxymorphone  
Propoxyphene

Pentazocine

CANNABINOIDS

Marijuana  
Dronabinol, THC

Marinol

COCAINE

Coke  
Crack

ALCOHOL  
(Reasonable Suspicion, Post Accident  
and Follow-Up EAP/IPN Testing Only)

All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example:  
Vick's Nyquil is 25% (50 proof) ethyl alcohol  
Comtrex is 20% (40 proof)  
Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)

# # #

# APPENDIX

## INDEX OF DEFINITIONS

<b>Basic Five Drug Panel</b>	Five Drugs tested in the urine specimen include opiates, phencyclidine (PCP), marijuana, cocaine and amphetamines.
<b>Chain of Custody</b>	The methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
<b>Confirmatory Test</b>	A second, more sensitive analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy. For drugs, gas chromatography/mass spectrometry, for alcohol, gas chromatography.
<b>Drug</b>	Alcohol (ethyl alcohol), including a distilled spirit, wine, a malt beverage or an intoxicating liquor, an amphetamine, cannabinoid, cocaine, phencyclidine (PCP), a hallucinogen, methaqualone, an opiate, a barbiturate, a benzodiazepine, a synthetic narcotic, a designer drug, or a metabolite or any of the substances listed herein.
<b>Drug Rehabilitation Program</b>	A service provider established pursuant to 397.311(28), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
<b>Drug Test</b>	Any chemical, biological or physical instrumental analysis administered by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration for the purpose of determining the presence or absence of a drug or its metabolites.
<b>Employee</b>	Any person who works for salary, wages or other remuneration for an employer.
<b>Employee Assistance Program</b>	An established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program or other appropriate treatment.
<b>Employer</b>	North Broward Hospital District.
<b>Healthcare Employee Drug Panel</b>	Thirty drugs tested include: alcohol (ethanol), amphetamines (amphetamine and methamphetamine) barbiturates (amobarbital, butabarbital, butalbital,

pentobarbital, phenobarbital, secobarbital)  
benzodiazepines (chlorazepate, chloriazepoxide,  
prazepam, diazepam, oxazepam, temazepam,  
flurazepam, alprazolam and triazolam), cocaine, narcotics  
(codeine, morphine, hydrocodone, hydromorphone,  
oxycodone, oxymorphone, pentazocine, propoxyphene,  
and meperidine), marijuana, and PCP.

**Initial Drug  
Test**

A sensitive, rapid, and reliable immunoassay procedure (enzyme oxidation for alcohol) to identify negative and presumptively positive specimens.

**Job Applicant/  
Prospective Employee**

A person who has applied for a position with North Broward Hospital District and has been offered employment conditioned upon successfully passing the routine employment placement history and physical, which includes a drug test. For a public employer, job applicant means only a person who has applied for a special risk or safety sensitive position.

**Medical Review  
Officer (MRO)**

A licensed physician employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

**Post Accident Drug  
Testing**

If an employee is involved in a work place accident or injury where any of the following criteria are met, a post accident drug test shall be performed:

1. The accident includes property damage of over \$200.
2. The treating Emergency Department Physician or Employee Health Nurse Practitioner determines that the test should be done.

**Prescription or  
Non-Prescription  
Medication**

A drug or medication obtained pursuant to a prescription as defined by Section 893.02 Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

**Public Employer**

Any agency within state, county, or municipal government that employs individuals for a salary, wages, or remuneration.

**Reasonable  
Suspicion Drug  
Testing**

Drug testing based on a belief that an employee or non NBHD employee working at a NBHD facility is using or has used drugs in violation of the North Broward Hospital District's policy drawn from specific objective and articulate facts and reasonable inferences drawn from those facts in light of experience. Reasonable-suspicion drug testing shall not be required except upon the

recommendation of a NBHD manager who is at least the subject's second-level supervisor and a representative of the Human Resources Department. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
4. Evidence that an individual has tampered with a drug test during his employment with the North Broward Hospital District.
5. Evidence that an employee has used, possessed, solicited, or transferred drugs while working at North Broward Hospital District premises, or while operating a North Broward Hospital District vehicle, machinery or equipment.
6. Information that an employee has caused, contributed to, or been involved in an accident while at work.

**Safety-Sensitive  
Position**

Any position, including a supervisory or management position, in which a drug impairment would constitute an immediate and direct threat to public health or safety. This also includes any health or patient care provider who is involved in patient care, and who makes decisions and judgments regarding patient care.

**Special-risk  
Position**

With respect to a public employer, a position that is required to be filled by a person who is certified under Ch. 633 or Ch. 943, Fla. Stat.

**Specimen**

Tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

## APPENDIX 2

### DRUG TESTING PROCESS

Drug testing under this policy will be performed by urinalysis. Pre-screening for alcohol shall be by breathalyzer or saliva testing with initial and confirmatory testing on a blood sample, in conformity with applicable Agency for Healthcare Administration regulations. All specimen collection and testing for drugs under this policy shall be performed in accordance with the following procedures and as specified in the Employee Health Manual, and in accordance with the Florida Drug Free Work Place Program and appropriate regulations:

- A. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual intends to alter or has altered or substitute the specimen to be provided. Any necessary observation shall be done by a testing official of the same gender as the employee or applicant being tested.
- B. Specimen collection shall be documented and the documentation procedures shall include:
  - 1. Labeling of the specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.
  - 2. An opportunity for the applicant or employee to provide any information that he or she considers relevant to the test, including identification of currently or recently used prescription or non prescription drugs, or other relevant medical information. The provision of this information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test.
- C. Specimen collection, storage and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration. NBHD shall use chain of custody procedures as established by the Agency for Healthcare Administration to ensure proper record keeping, handling, labeling and identification of all specimens to be tested.
- D. Each confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory as described in the section titled **Drug Test Standards Laboratories**.
- E. A specimen for a drug test may be taken or collected by any of the following persons:
  - 1. A physician, physician's assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.
  - 2. A qualified person who has the necessary training and skills for the assigned task who is either on the NBHD Employee Health or EAP staff, NBHD Management Team or is employed by a licensed or certified laboratory.
- F. A person who collects or takes a specimen for a drug test conducted pursuant to this section shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

- G. Initial Test - The initial screen for all drugs shall be an immunoassay, or GC/MS for narcotics except that, the pre-screening test for alcohol shall be a breathalyzer or saliva test, followed up as appropriate, by a blood test analyzed by enzyme oxidization, and then gas chromatography for confirmation. Levels on initial screened specimens which are equal to or exceed the following shall be positive and reported for confirmation testing:

Alcohol	0.02	g/dL
Amphetamines (amphetamine, methamphetamine)	1,000	ng/ml
Cannabinoids	50	ng/ml
Cocaine	300	ng/ml
Phencyclidine	25	ng/ml
Opiates	300	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Methadone	300	ng/ml
Propoxyphene	300	ng/ml
Methaqualone	300	ng/ml

- H. Confirmation Test - All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS), except that alcohol will be confirmed using gas chromatography. All confirmations shall be done by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value". Levels on confirmation specimens which are equal to or exceed the following shall be reported as positive:

Alcohol	0.02	g/dL
Amphetamines (amphetamine, methamphetamine)	500	ng/ml
Cannabinoids	15	ng/ml
Cocaine	150	ng/ml
Phencyclidine	25	ng/ml
Opiates	300	ng/ml
Barbiturates	150	ng/ml
Benzodiazepines	150	ng/ml
Methadone	150	ng/ml
Propoxyphene	150	ng/ml
Methaqualone	150	ng/ml

- I. Every specimen that produces a positive confirmed result shall be preserved in a frozen state by the licensed or certified laboratory that conducts the confirmation test, for a period of at least 210 days from the time the results of the positive confirmed test are mailed or otherwise delivered to an NBHD MRO. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

- J. Within five (5) working days after receipt of a written positive confirmed test result from the testing laboratory, the MRO shall inform the subject of such positive test result. The MRO shall discuss these results with the subject including the consequences of such test results, and the options available to the subject, and shall inquire whether prescriptive or over-the-counter medications could have caused the positive test result.
- K. Upon request, an applicant shall receive from the MRO a copy of the test result report.
- L. Within five days after receiving notice of a positive confirmed test result, the subject may submit information to the MRO explaining or contesting the test results and why the results do not constitute a violation of NBHD's policy. If the subject does not respond to the MRO within 5 days, the applicant will be considered ineligible for the position and not hired.
- M. If a subject's explanation or challenge to the positive test results is unsatisfactory to the MRO, a written explanation as to why the employee or job applicant's explanation is unsatisfactory, along with a report of the positive results, shall be provided by NBHD to the employee or job applicant and all such documentation shall be kept confidential by NBHD and is exempt from the provisions of 49.07 (i), Florida Statutes and shall be retained by NBHD for at least one year.

## APPENDIX 3

### CHAIN OF CUSTODY

- A. Each North Broward Hospital District medical center has its own policy for obtaining the drug testing specimen. Each policy will consist of, at a minimum, the following procedures including compliance with the Florida Drug Free Work Place rules:
1. All applicants will receive a "North Broward Hospital District Substance Abuse Testing Consent to Perform" form and will be asked to complete it accurately and completely.
  2. A controlled collection site bathroom.
  3. The collection site person shall ask the individual to remove any unnecessary outer garments and personal belongings (e.g., coat, jacket, vest, sweater, purses, books, briefcases, etc.) that might conceal items or substances that could be used to tamper or adulterate the test specimen. The subject may keep their wallet; the collection site person may inspect it to ensure there are no items therein that could alter the result of the tests.
  4. The individual will be asked to provide the test specimen in the prepared collection site bathroom. The collection site person shall remain outside the door of the collection site, if requested, until the specimen is obtained.
  5. Upon receipt of the test specimen, the site person will perform a temperature evaluation of the specimen. The specimen will then be sealed with tamper-proof tape, labeled and the job applicant or employee will be asked to sign the chain-of-custody form.
- B. Once the specimen has been collected, the employee or job applicant will verify the specimen and the chain of custody will be initialed. The chain-of-custody form will accompany the specimens and will be maintained at all times. All specimens will be handled and analyzed by a lab that is licensed by the Agency for Health Care Administration.
- C. Specimen collection for reasonable suspicion alcohol testing will be performed by a blood alcohol test as follows:
1. The specimen will be taken by a qualified individual in either the Employee Health, EAP, Nursing, Lab, or Emergency Departments.
  2. The chain of custody form will accompany the specimens and will be maintained at all times in accordance with the Florida Drug Free Work Place Program and Act.
  3. After the initial testing, the specimens will be resecured and the chain of custody will be maintained in the event that a confirmation test must be performed. The laboratory will maintain the confirmed positive specimens for a period of at least 210 days.

**DRUG TESTING STANDARDS--LABORATORIES:**

- A. No laboratory may conduct an initial or confirmation drug test unless:
1. The laboratory is licensed by the State of Florida Agency for Health Care Administration Services.
  2. The laboratory has written procedures to insure chain of custody.
  3. The laboratory follows proper quality control procedures including, but not limited to:
    - a. The use of internal quality controls, including the use of samples of known concentration, which are used to check the performance in calibration of testing equipment and periodical use of blind samples for overall accuracy.
    - b. An internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing laboratory.
    - c. Security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results.
    - d. Other necessary and proper actions taken to ensure reliable and accurate drug test results.
- B. Release and Reporting of Results
1. Reporting Results:
    - a. The laboratory shall report test results to the MRO within seven working days after receipt of the specimen by the laboratory. All laboratory reports of a drug test result must at minimum/state:
      - 1) The name and address of the laboratory that performed the test and the positive identification of the person tested.
      - 2) Positive results on confirmation tests only, or negative results, as applicable.
      - 3) A list of the drugs for which the drug analyses were conducted.
      - 4) The type of tests conducted for both initial tests and confirmation tests and the minimum cutoff levels of the test.
      - 5) Any correlation between medication reported by the employee or job applicant and a positive confirmed drug test result.
    - b. The laboratory shall report as negative to the MRO all specimens which are negative on the initial test or negative on the confirmation test. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.
    - c. The laboratory shall transmit results to the MRO in a manner designed to ensure confidentiality of the information. The laboratory and MRO must ensure the

security of the data transmission and restrict access to any data transmission, storage and retrieval system. Access to test result data shall be restricted to only those individuals authorized by law to obtain such data.

- d. The MRO may request from the laboratory, and the laboratory shall provide, detailed quantitation of initial and confirmation test results.
  - e. A report must not disclose the presence or absence of any drug other than a specific drug and its metabolites pursuant to this section.
2. Unless otherwise instructed by the employer in writing, or otherwise provided pursuant to applicable law/regulations, all records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of two years.
  3. Within five (5) days of receipt of a positive confirmed test result from the laboratory, the NBHD MRO shall inform the subject in writing of such positive result, and inquire as to whether prescription or over-the-counter medication could have caused the positive test result. The MRO shall further, within five days of notification to the subject of the positive test result, provide an opportunity for the subject to discuss the positive test result and to submit documentation of any prescription relevant to the positive test result.

Within five days after receipt of a positive confirmed test result from the MRO, the NBHD Employee Health Department shall inform an employee in writing of such positive test results, the consequences of such results, and the options available to the employee, including the right to file an administrative or legal challenge.

4. The NBHD shall provide to the employee, upon request, a copy of the test results.
- C. The laboratory shall submit to the Agency for Health Care Administration a monthly report with statistical information regarding the testing employees and job applicants. The reports shall include information on the methods of analysis conducted, the drugs tested for, the number of positive and negative results for both initial and confirmation tests, and any other information deemed appropriate by the Department of Health and Rehabilitative Services. No monthly report shall identify specific employees or job applicants.