

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 9th day of October 2006 by and between The School Board of Palm Beach County, Florida, hereinafter referred to as "School" and JFK Medical Center Limited Partnership, d/b/a JFK Medical Center, hereinafter referred to as "Hospital". School and Hospital will be referred to collectively as the "Parties"

WITNESSETH:

WHEREAS, School offers to enrolled students in a degree program in the field of Secondary Health Science Education Programs and Health Science Careers including Allied Health Assisting, Electrocardiograph Aide, Health Unit Coordinator, Nursing Assistant, Health Occupations Cooperative Education-OJT, and Health Occupations Education Directed Study.

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

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

WHEREAS, Hospital agrees to make its facility available to School for the purpose of providing students with a clinical learning experience.

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

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its educational program at Hospital ("Program"), which Program shall be approved in advance by Hospital. School's responsibilities shall include, but not be limited to, the following:
- (i) Orientation of students to the clinical experience at Hospital;
 - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
 - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
 - (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (v) Supervision of students and their performance at Hospital;
 - (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
 - (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
 - (viii) Provide adequate documentation, which includes education verification, professional license and certifications attesting to competency of each school instructor supervising students and their performance in the Program at Hospital.

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

(b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B. School shall require each student participating in the Program at Hospital to sign a consent to and permission for Criminal Background check in the form of attached hereto as Exhibit C.

(c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).

(d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by Florida law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment unless the Program Participant's need for medical care or treatment arises out of the Hospital's negligence or misconduct. Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) **Performance.** All faculty provided by School to supervise students in the Program at the Hospital shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services

hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

- (g) **Background Checks.** School shall, in a timely manner at either School's expense or the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction as necessary to comply with JCAHO Standard HR.1.20, which requires a criminal background check for staff and students who work in the same capacity as staff who provide care, treatment, and services. If School has students or staff/faculty on-site at Hospital prior to the execution of this Agreement, then School shall immediately conduct a retrospective background check on such persons. The background check for students shall include, at a minimum, the following:

- (i) Criminal Search (7 years or up to 5 criminal searches); The search shall be limited to information obtained from the Palm Beach County Sheriff's Department and the Department of Juvenile Justice
- (ii) Florida Violent Sexual Offender and Predator Registry Search;
- (iii) Applicable State Exclusion List, if one.

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

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;

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

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

2. RESPONSIBILITIES OF HOSPITAL.

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

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

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

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

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

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

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

6. NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, Hospital shall indemnify and hold harmless School, its officers, Board members, employees, agents and students against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder or arising out of or relating to any act or omission of the Hospital, its officers, staff representatives, agents or employees.

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School. Hospital recognizes that the student records to which it may have access constitute confidential information. Hospital is subject to all school obligations relating to compliance with student record confidentiality laws. Hospital shall execute the Addendum Concerning Student Information, which is attached hereto as Exhibit "D."

9. TERM; TERMINATION.

- (a) The initial term of this Agreement shall be two (2) year(s), commencing on October 9 2006 and ending on October 8 2008.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. ENTIRE AGREEMENT.

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

11. SEVERABILITY.

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

12. CAPTIONS.

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

13. NO WAIVER.

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

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of **Florida**. In the event a dispute arises pursuant to this Agreement, venue shall lie in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees in the event a dispute arises between them arising out of the performance of this Agreement.

15. ASSIGNMENT; BINDING EFFECT.

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

16. NOTICES.

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

If to Hospital: **JFK Medical Center Limited Partnership d/b/a JFK Medical Center**
5301 S. Congress Avenue
Atlanta, FL 33462
Attention: Chief Executive Officer

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

If to School: **The School Board of Palm Beach County**
3310 Forest Hill Boulevard, C-223
West Palm Beach, FL 33406
Attention: Mollie Rhodes

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

17. EXECUTION OF AGREEMENT.

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

18. HIPAA Requirements.

The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to

the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the Parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

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

19. No Requirement to Refer.

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

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

The School Board of Palm Beach County, Florida

By: _____

Name: Thomas E. Lynch

Title: Chairman

Date: _____

Attest: _____

Arthur C. Johnson, Ph.D. Superintendent

Reviewed and approved as to legal sufficiency

(Name of Attorney)

JFK Medical Center Limited Partnership by Columbia Palm Beach GP, LLC, the General Partner

By:  _____

Name: Gina Melby

Title: President and Chief Executive Officer

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Signature of Program Participant/Print Name

Date

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

Date

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

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

Initial each to accept the Policy

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

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

 Signature of Program Participant/Print Name

 Date

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

 Date

ADDENDUM, Concerning Student Information, to the School Affiliation Agreement ("the Contract") dated October 9, 2006, between The School Board of Palm Beach County, Florida and JFK Medical Center, Limited Partnership, d/b/a JFK Medical Center [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates **JFK Medical Center, Limited Partnership d/b/a JFK Medical Center** [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

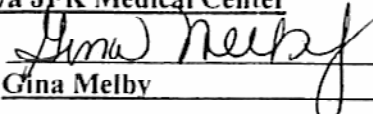
As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: **Name, Address and Phone Number, Name of School, and School Program.**
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

JFK Medical Center, Limited Partnership
d/b/a JFK Medical Center

By: 
Gina Melby

Date: 10-5-06

The School Board of Palm Beach County

By: _____

Date: _____

Consent to and Permission for Criminal Background Check and Drug Screening

I _____ acknowledge and am aware that The
(Name of Parent/Guardian)

School District of Palm Beach County's Medical Sciences Academies require participation in clinical activities during the course of the academic school year. I am also aware that the internal policies and procedures of Columbia/JFK Medical Center Limited Partnership d/b/a JFK Medical Center, Health Care District of Palm Beach County d/b/a Edward J. Healey Rehabilitation and Nursing Center, and Bethesda Memorial Hospital ("Affiliated Agencies"), and the individual Agreements between the aforementioned Affiliated Agencies and The School Board of Palm Beach County, Florida ("School District"), require that all School District high school students assigned to one of the Affiliated Agencies for a clinical program ("Participating Students") must undergo a criminal background check and drug screening. The Participating Students may not commence their clinical activities until after they have received notice of clearance from the School District. The Participating Students must undergo:

- A criminal background check of the records maintained by the Palm Beach County Sheriff's Office and the Department of Juvenile Justice
- A criminal background check of the Florida Violent Offender and Sexual Predator Registry
- Drug screening by one of the facilities recommended by the Affiliated Agencies

I therefore consent to and give permission for the School District of Palm Beach County to conduct the above mentioned background checks and for my child, _____, to undergo a drug screening.

Neither the School District, nor its Board Members, officers, employees, nor agents shall be liable to any student or his or her parent(s) or guardian(s) under any legal theory for any claim whatsoever based upon the results of the criminal background checks or drug screenings.

I understand that the names of students undergoing criminal background checks and drug screenings and the results of same will only be shared with appropriate school officials who have a legitimate educational interest in such information, but such information will NOT be shared with the Affiliated Agencies. I further understand that after the results of the criminal background checks and drug screenings have been obtained by an appropriate school official, the School District will notify the Affiliated Agencies of the names of the Participating Students have been cleared to participate in the clinical programs.

Parent/Guardian Signature

Date

Print Parent/Guardian Name

Child's Full Name

Last 4 digits of SS#

School Attending

Date of Birth