

AFFILIATION AGREEMENT

March 16 2006
THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of March 16 2006 (the "Effective Date") between THE SCHOOL BOARD OF PALM BEACH COUNTY ("School"), and **Palm Beach Gardens Community Hospital, Inc.** doing business as **Palm Beach Gardens Medical Center** ("Hospital").

RECITALS:

- A. School offers to enrolled students a program for Health Science Education.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of Florida ("State").
- C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to make its facility available to School for such purposes.

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

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- (5) supervision of students and their performance at Hospital;

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in Program while on Hospital premises ("Program Participants") shall be accountable to 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 in the form attached hereto as Exhibit B.

c. **Insurance.** School shall maintain for itself general liability coverage in the appropriate State Statutory amounts or may be self-insured. School shall provide to Program Participants or require that Program Participants obtain and maintain appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by Hospital, in accordance with Hospital's bylaws, rules, and regulations.

d. **Health of Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six (6) months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. School and/or Program Participant shall be responsible for arranging for Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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. Program Participants shall pay for their own meals at Hospital.

f. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in 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. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne 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, but not limited to accepting 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. School'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.

h. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual view a videotape provided to School by Hospital pursuant to the license granted in Section 17 hereof (the "Video") in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. School shall maintain training records for a minimum of six (6) years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students assigned to Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. 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 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 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 Hospital or School.

b. Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a student or other Program Participant from 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 Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss a Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, students 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. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of students for participation in Program, or as to any aspect of the clinical 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 Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** Subject to the laws applicable to School, including, but not limited to the State of Florida Public Records Law, § 119.07, Florida Statutes, School and its agents, students, 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.

b. **Student Records.** Hospital recognizes that the student records to which it may have access constitute confidential information. In the event that Hospital is requested or required under compulsion of legal process to disclose any such confidential information to any outside party, Hospital shall not, unless required by law, disclose the confidential information until the Board and the Board's Chief Counsel have each first (i) received prompt written notice of such request or requirement to disclose, and (ii) had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment will be accorded the confidential information. Hospital shall not oppose all legally authorized actions by the Board or its Chief Counsel to assure such confidential treatment.

c. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure 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.

d. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and State laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

e. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the

Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the “Regulations”). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, “Protected Health Information”) to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the student’s training program for hospital’s training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital’s obligations under the limited data set standard. A student may disclose a patient’s health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School’s use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants shall implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School shall promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information 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 Regulations.

In the event a Hospital patient (or the patient’s personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient’s personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital

from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five (5) days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within ten (10) days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

f. **Audit.** School shall, within five (5) business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

8. **TERM; TERMINATION.**

^{v March 16, 2006} The initial term of this Agreement shall be two (2) year(s), commencing on ~~July 1, 2005~~ and expiring on June 30, 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, provided that all students currently enrolled in 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.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either

return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 8 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

9. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede 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.

10. **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.

11. **ARBITRATION.** This Section is subject to the laws applicable to School, without waiving any rights, including, but not limited to the State of Florida Sovereign Immunity Statute, § 768.28, Florida Statutes. Notwithstanding the foregoing, any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Palm Beach County, Florida, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement is assignable by Hospital without consent or notice. 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 School: Health Science Education Specialist
 Department of Secondary and Career Education, C-225
 3300 Forest Hill Boulevard
 West Palm Beach, FL 33406

If to Hospital: Palm Beach Gardens Medical Center
 3360 Burns Road
 Palm Beach Gardens, FL 33410
 Attn: Chief Executive Officer

with a copy to: Tenet HealthSystem
 500 W. Cypress Creek Road, Suite 700
 Ft Lauderdale, Florida 33309
 Attn: Regional Counsel - Law Department

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

17. **LICENSE.** As between School and Hospital, Hospital is the sole and exclusive owner of the Video. Hospital hereby grants to School a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.h. School has no right otherwise to use the Video except as set forth in this Section 17.

18. **INDEMNIFICATION.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.e. by School, Program Participants, School's agents or subcontractors.

THE PARTIES HERETO have executed this Agreement on _____, 200_.

THE SCHOOL BOARD OF PALM BEACH COUNTY

By: _____
Name: Thomas E. Lynch
Title: Chairman
Date: _____

**Palm Beach Gardens Community Hospital, Inc.
D/B/A PALM BEACH GARDENS MEDICAL CENTER**

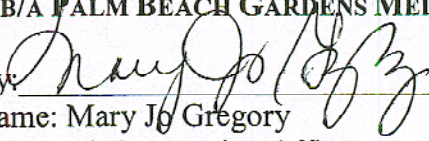
By:  _____
Name: Mary Jo Gregory
Title: Chief Executive Officer
Date: 1/20/06

EXHIBIT A
STATEMENT OF RESPONSIBILITY

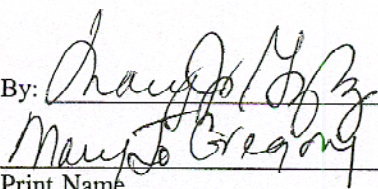
For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Palm Beach Gardens Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in Program operated by **THE SCHOOL BOARD OF PALM BEACH COUNTY** ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness
**The School Board of
Palm Beach County, Florida**

By: _____
Thomas E. Lynch
Chairman

By: 

Print Name

Date: _____

Attest:
By: _____
Arthur C. Johnson, Ph.D.
Superintendent

Witnesses: (Two are required)

Signature

Date: _____

Witnesses: (Two are required)

Print Name

Signature

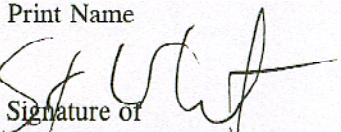
Signature

Print Name

Print Name

Signature

Print Name


Signature of
Legal Services Designee

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between THE SCHOOL BOARD OF PALM BEACH COUNTY ("School") and Palm Beach Gardens Medical Center ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

The School Board of
Palm Beach County, Florida

By: _____
Thomas E. Lynch
Chairman

Date: _____

Attest:

By: _____
Arthur C. Johnson, Ph.D.
Superintendent

Date: _____

Witnesses: (Two are required)

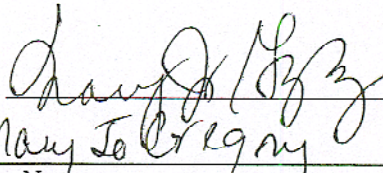
Signature

Print Name

Signature

Print Name

Signature of Legal Services Designee

By: 

Print Name

Witnesses: (Two are required)

Signature

Print Name

Signature

Print Name

ADDENDUM, Concerning Student Information, to the Consultant Contract Agreement ("the Contract") dated _____, between The School Board of Palm Beach and _____ [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 _____ [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]: _____, _____, _____, _____, _____; and
- 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:

[Legal name of the Party]

The School Board of Palm Beach County

By: _____
[person having authority to enter legally-binding agreements on behalf of the Party]

By: _____

Date: _____

Date: _____

**Addendum to the Consultant Contract, Concerning Fingerprinting,
to the Agreement Between the School Board of Palm Beach County ("School Board")
and _____ ("Consultant")**

The parties have entered into a Consultant Contract dated _____ for the Consultant to provide certain services to the School District. The parties wish to amend the Consultant Contract based upon the terms and conditions contained herein. The following language is hereby incorporated into the Consultant Contract:

All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the above conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost Consultant. If Consultant can demonstrate that it is not practicable to have the fingerprinting done by the School District's Police Department, Consultant will be permitted to have the fingerprinting and clearance done by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Consultant shall not begin providing services contemplated by this Consultant Contract until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

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

[*Consultant*]

The School Board of Palm Beach County

By: _____

By: _____

Date: _____

Date: _____

Articulation Agreement

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

| | |
|---|---|
| Consistent with School Board Policy | √ |
| Consistent with Florida, federal and local laws | √ |

Contract Terms:

Comments

| | |
|--|--|
| Term (Duration of Contract) | Through 6/30/07 |
| Termination Clause | √ |
| Insurance /Liability Issues/ Indemnification | Risk Management should review and approve all insurance clauses. |
| Regulatory issues | None |
| Confidentiality Provision | Yes |
| Warranties | √ |
| Labor Issues | The Labor Relations Department should review any issues. |
| Disclaimers | None |
| Governing Law & Venue | Florida; Palm Beach County |

Business Principles:

Comments

| | |
|---|------|
| Sound Business Principles | √ |
| Reasonableness of Fees | None |
| Payment Terms --Lump sum, installments --Payment Due dates --Late fees | None |

Other Issues:

Comments

| | |
|-----------------------------------|------|
| Conflict of Interest Disclosures | None |
| Non-Negotiable Issues | None |
| Miscellaneous Issues | None |
| Appropriate Departmental Sign-off | Yes |

Special Considerations: Incorporate "Jessica Lunsford Act" language. (See attached) and resubmit

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES X NO

A C W
By: Attorney (Name and Date) 6/20/05