



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute a non- standard agreement with North Broward Hospital District d/b/a Broward Health to provide clinical services . Fiscal Impact: None**

**Presenter(s):** Jamonica Rolle, Vice Provost, Academic Affairs

**What is the purpose of this contract and why is it needed?** The purpose of the contract with North Broward Hospital District d/b/a Broward Health is to permit Broward College students' presence in the North Broward Hospital District d/b/a Broward Health facility to satisfy course requirements for practical experiences in their program of study. The agreement provides the parameters under which students enrolled in the following programs: Nursing AS Degree, Nursing BSN, Radiography, Mammography, Radiation Therapy, Dental Assisting, Dental Hygiene, Nuclear Medicine, Diagnostic Sonography, Respiratory Care, EMT/ Paramedic, Physical Therapy Assistant, Medical Record/Health Information Tech, Health Services Management/Health Navigator, Biomedical Equipment Technician, Business Programs, Perioperative Nursing, Critical Care Nursing, Emergency Room Nursing, CT Scan, MRI can complete clinical courses at North Broward Hospital District d/b/a Broward Health facilities.

**What procurement process or bid waiver was used and why?** No bid waiver was required

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
No. There is no budget expenditure

**What fund, cost center and line item(s) were used?** No cost centers or funds are required to be paid to UM for this affiliation agreement.

**Has Broward College used this vendor before for these products or services?** Yes, Broward College has had a clinical affiliation agreement with North Broward Hospital District d/b/a Broward Health 2019.

**Was the product or service acceptable in the past?** Yes

**Was there a return on investment anticipated when entering this contract?** Yes, we expect that North Broward Hospital District d/b/a Broward Health will be accommodating to BC students and provide opportunities in good faith and students will attain the clinical experience required to meet graduation and clinical licensure standards.

**Was that return on investment not met, met, or exceeded and how?** The return on investment has been met. Broward Health has demonstrated a good faith effort to provide opportunities for BC students to meet course requirements for practical/clinical experiences

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Yes, this affiliation agreement feeds the Social Enterprise tactic-Answer the Call for Healthcare Professionals and Actualize Employment tactics. Health sciences students can progress in their programs, because they are able to meet clinical requirements, and they are exposed to work experiences in their field of study. This provides an

opportunity for these students to apply for positions within Broward Health and it provides Broward Health with an opportunity to recruit BC students before or after graduation.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: The College will not be paying for use of this space for student experiences. Students pay for the lab (clinical) course as a regular per-credit course. There is financial impact related to continued enrollment when students have access to these experiences.

**Jeffrey Nasse**

Jeffrey Nasse, Provost and SVP of Academic Affairs

6/17/2024



















APPROVAL PATH: 12234 Broward Health North Broward Hospital District dba Broward Health- SECOND AMENDMENT

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Nora Powell	Dean Review		 Completed	
2	Jamonica Rolle	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
6	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Completed	
7	<b>Pending Counter-Signature(s)</b>	Review		 Completed	
8	Board Clerk	Agenda Preparation		 Pending	
9	District Board of Trustees	Meeting	10/08/24 11:00 AM	 Pending	

## SECOND AMENDMENT TO AFFILIATION AGREEMENT

THIS SECOND AMENDMENT (“Second Amendment”) to the Affiliation Agreement (the “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 District Board of Trustees of Broward College, Florida** (“Educational Institution”) (Broward Health and Educational Institution each may be referred to as a “Party” and collectively as the “Parties”) takes effect November 27, 2024 (“Second Amendment Effective Date”).

### RECITALS

**WHEREAS**, the Parties entered into the Agreement effective as of November 27, 2019;

**WHEREAS**, the Parties entered into a certain First Amendment to the Agreement effective as of December 6, 2022; and

**WHEREAS**, the Parties agree to amend the Agreement as set forth herein, and now wish to reduce the terms of their agreement to writing.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this Second Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** The Agreement is hereby amended as follows:

A. Section 4.1 Term:

Both parties agree to extend the Term of the Agreement for an additional twenty-four (24) months until November 26, 2026, on the same terms and conditions of the Agreement as amended by this Second Amendment, except as terminated earlier or otherwise provided in the Agreement.



**B. Program.** The Parties agree that the programs listed in Attachments 1 and 2 are hereby added to the definition of Program under Section 1.7 of the Agreement.

**IV. COUNTERPARTS AND DIGITAL SIGNATURES:** This Second Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof. Both Parties agree that this Second Amendment and any other document necessary for the consummation of the transaction contemplated by the Agreement may be accepted, executed, and agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), Florida's Electronic Signature Act of 1996 (§ 668.001, F.S., et seq.), Florida's Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.

**V. HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Second Amendment or the Agreement.

**VI. NO OTHER CHANGES:** Except as modified by this Second Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect. If the terms and conditions set forth in this Second Amendment directly conflict with



any provision contained in the Agreement, then this Second Amendment shall control.

**IN WITNESS WHEREOF**, we the undersigned, duly authorized representatives have executed and delivered this Second Amendment without reservation having read the terms contained herein and intending to bind the Parties, to be effective as of the Second Amendment Effective Date.

**NORTH BROWARD HOSPITAL  
DISTRICT D/B/A BROWARD HEALTH**

**THE DISTRICT BOARD OF  
TRUSTEES OF BROWARD COLLEGE,  
FLORIDA**

By: DocuSigned by:  
*Alisa Bert*  
E18370744F08E4CB...  
Alisa Bert – Interim CFO

By: Signed by:  
*Donald Astrab*  
8DD41D98CFDA4F4...  
Name: Donald Astrab

Title: Interim President

Date: 9/10/2024

Date: 8/27/2024



**ATTACHMENT 1 - PROGRAM**

**Nurse Refresher Program**

**PROGRAM SUMMARY**

PROGRAM NAME:	Nursing: All degree programs
SCHOOL DEPARTMENT:	Nursing
SCHOOL LIAISON NAME AND CONTACT INFORMATION:	Name: Laurincia Dezulme Phone 954-201-2095 Email: Ldezulme@broward.edu
BROWARD HEALTH LIAISON:	Name: Balthazar Arquillano Phone: 954-888-3504 Email: barquillano@browardhealth.org
INSTRUCTOR(S) (If applicable)	Name: Phone: TBA Email:
NUMBER OF STUDENTS:	Average of 5 annually
NAMES OF STUDENTS:	TBD



**ATTACHMENT 2 –PROGRAM**

**Mammography Program**

**PROGRAM SUMMARY**

PROGRAM NAME:	Mammography
SCHOOL DEPARTMENT:	Radiology
SCHOOL LIAISON NAME AND CONTACT INFORMATION:	Name: Laurincia Dezulme Phone 954-201-2095 Email: Ldezulme@broward.edu
BROWARD HEALTH LIAISON:	Name: Balthazar Arquillano Phone: 954-888-3504 Email: barquillano@browardhealth.org
INSTRUCTOR(S) (If applicable)	Name: Phone: TBA Email:
NUMBER OF STUDENTS:	average of 15 per semester
NAMES OF STUDENTS:	TBD





## FIRST AMENDMENT TO AFFILIATION AGREEMENT

THIS FIRST AMENDMENT (“First Amendment”) to Affiliation Agreement (the “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 District Board of Trustees of Broward College, Florida** (“Educational Institution”) (Broward Health and Educational Institution each may be referred to as a “Party” and collectively as the “Parties”) takes effect October 1, 2022 or upon the date of the last signature of the Parties to this Amendment, whichever date is later (“First Amendment Effective Date”).

### RECITALS

**WHEREAS**, the Parties entered into the Affiliation Agreement effective as of November 27, 2019; and

**WHEREAS**, the Parties agree to amend the Agreement as set forth herein, and now wish to reduce the terms of their agreement to writing.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** The Agreement is hereby amended as follows:
  - A. **Section 4.1 Term:**

Both parties agree to extend the Terms of the Agreement for an additional twenty-four (24) months until November 26, 2024, on the same terms and conditions of the Agreement as amended by this First Amendment, except as terminated earlier or otherwise provided in the Agreement.
- IV. **COUNTERPARTS AND DIGITAL SIGNATURES:** This First Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the Party executing (or on



whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof. Both Parties agree that this First Amendment and any other document necessary for the consummation of the transaction contemplated by the Agreement may be accepted, executed, and agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), Florida’s Electronic Signature Act of 1996 (§ 668.001, F.S., et seq.), Florida’s Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.

V. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.

VI. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First, Amendment shall control.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation having read the terms contained herein and intending to bind the Parties, to be effective as of the First Amendment Effective Date.

**NORTH BROWARD HOSPITAL  
DISTRICT D/B/A BROWARD HEALTH**

By: DocuSigned by:  
Alex Fernandez  
33F25631BF1442F...  
Alexander Fernández, SVP/Chief Financial Officer

Date: 12/6/2022

**THE DISTRICT BOARD OF  
TRUSTEES OF BROWARD COLLEGE,  
FLORIDA**

By: DocuSigned by:  
Jeffrey Nasse  
CE74DBD3F9B8460...

Name: Jeffrey Nasse

Title: Provost & SVP Academic Affairs

Date: 11/16/2022



**Certificate Of Completion**

Envelope Id: 44BBBD69E5EA4A54B9D85B213EBCBBE1	Status: Completed
Subject: 2005643 District Board of Trustees of Broward College Retroactive Effective Date	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Tetyana Hontar
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1800 NW 49th Street
	Ft. Lauderdale, FL 33309
	thontar@browardhealth.org
	IP Address: 65.82.23.33


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12/6/2022 10:33:46 AM	thontar@browardhealth.org	
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Storage Appliance Status: Connected	Pool: Broward Health	Location: DocuSign

**Signer Events**

Alex Fernandez  
 Amfernandez@browardhealth.org  
 Broward Health  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 65.82.23.33

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 Signed: 12/6/2022 10:56:14 AM

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Janet Palmer  
 jpalmer@browardhealth.org  
 SR CONTRACTS ANALYST  
 Broward Health  
 Security Level: Email, Account Authentication (None)

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Raluca Oaie  
 roaie@browardhealth.org  
 SR Contracts Analyst  
 Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/6/2022 10:35:30 AM
Certified Delivered	Security Checked	12/6/2022 10:55:40 AM
Signing Complete	Security Checked	12/6/2022 10:56:14 AM
Completed	Security Checked	12/6/2022 10:56:18 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**AFFILIATION AGREEMENT**

**BY AND AMONG**

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

**BROWARD HEALTH**

**AND**

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**

### AFFILIATION SUMMARY SECTION

- **Effective Date:** Upon the date of the last signature of the parties to this Agreement.
- **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 upon mutual written agreement by both parties.
- **Educational Institution:** The District Board of Trustees Of Broward College, Florida
  - Check whether Educational Institution is:

Sovereign Entity       Not a Sovereign Entity

- **Preceptor (Section 1.6):**

Individual: \_\_\_\_\_  Check here if Preceptor is employed by Broward Health  
 Or Entity: \_\_\_\_\_

List of professionals employed or contracted by entity to serve as Preceptors:  
 N/A

- **Program (Section 1.7):** *(Describe course of study/degree program)*  
 Bachelor of Science and Associate Degree in Nursing (RN) programs, Radiology Technician, Radiography, Radiation Therapy, Nuclear Medicine Technician, Diagnostic Medical Sonography, Respiratory Care Therapy, Nurse Refresher, Perioperative Nursing, Emergency Medical Technician, Paramedic, Physical Therapy Assistant, Medical Record/Health Information Technician, Information Technology, Bio-Med. Equipment Engineering Technician, Medical Assisting, Dental Hygiene/Dental Assisting, Pharmacy Technician, CT Scan and Information Technology.
- **Rotation (Section 1.10):** *(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
- **Department/Unit within Broward Health Facility(ies):**



Any unit appropriate for program of study covered by this Agreement.

- **Faculty Coordinator** (Section 1.4):  
N/A
- **Estimated Number of Program Participants** (Section 1.9): The number of program participants for each program will be based on availability at Broward Health’s facilities and at Broward Health’s role discretion.
- **Addresses for Notice** (Section 7.6 and 7.13):

**Broward Health:**

Director, Contracts Administration  
Broward Health  
1800 NW 49th Street  
Ft. Lauderdale, FL 33309

**Copy to:**

General Counsel  
Broward Health  
1800 NW 49th Street  
Ft. Lauderdale, FL 33309

**Educational Institution:**

Nora Powell-Dean- Allied Health  
Broward College  
Health Science Bldg. 8  
3501 Southwest Davie Road  
Davie, FL 33314

**Copy to:**

General Counsel  
Broward College  
111 East Las Olas Blvd., 5<sup>th</sup> Floor  
Ft Lauderdale, FL 33301

**Preceptor:**

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

**Copy to:**

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

“Covenantor” means the Faculty Coordinator, Preceptor(s) (who are not employed by Broward Health) 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 Preceptors (except for Preceptors who are employed by Broward Health))*
- **Exhibit C** “Confidentiality Agreement” *(to be signed by Faculty Coordinator, all Program Participants, and Preceptors (except for Preceptors who are employed by Broward Health))*
- **Exhibit D** “HR-007-020 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 among the NORTH BROWARD HOSPITAL DISTRICT, a special taxing district of the State of Florida, d/b/a/ Broward Health (“**Broward Health**”), the institution identified as the Educational Institution in the Affiliation Summary Section (“**Educational Institution**”), and, as applicable, the individual or entity identified as the Preceptor in the Affiliation Summary Section (“**Preceptor**”).

### **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 rotation; and

**WHEREAS**, Preceptor desires to be responsible for the supervision and evaluation of the students during the 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”** means (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. **“Preceptor”** means and refers to that individual or entity identified in the Affiliation Summary Section. Where Preceptor is an entity that employs or otherwise contracts with duly licensed professionals, Preceptor shall also mean such individual professional(s) employed or otherwise contracted by entity and providing Preceptor services under this Agreement and listed in the Affiliation Summary Section. In such case where Preceptor is an entity, such entity shall be responsible for ensuring that each professional involved in providing supervision or direction to Program Participants as part of the Rotation at a Broward Health Facility complies with the responsibilities, obligations and covenants of Preceptor as applicable. In those instances where Preceptor is employed by Broward Health, Broward Health shall be responsible for ensuring the Preceptor complies with and performs the obligations of the Preceptor.

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

1.8. **“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.

1.9. **“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 A,” attached hereto as an exemplar. A fully endorsed copy of Exhibit A 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 Section 3.2. may result in the termination of the Affiliation Agreement.

1.10. **“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 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.

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



2. **Covenants; Responsibilities.**

2.1. **Responsibilities of Educational Institution.** Educational Institution assumes and shall be responsible for the planning, development and coordination of the Program and Rotation. Educational Institution shall provide Broward Health and Preceptor 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. Ensure the Faculty Coordinator performs his or her responsibilities and serves as a liaison between and among the Educational Institution, Preceptor and Broward Health for all matters concerning the Program and the Rotation.
- 2.1.3. Plan with Broward Health the scheduling of Program Participants at each Broward Health Facility.
  - 2.1.3.1. 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.
- 2.1.4. Recommend for placement at Broward Health Facilities only those Program Participants who are qualified.
- 2.1.5. Ensure that each Program Participant:
  - 2.1.5.1. 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;
  - 2.1.5.2. provides for their own housing, transportation, parking, and meals;
  - 2.1.5.3. 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;
  - 2.1.5.4. 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;



- 2.1.5.5. 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;
  - 2.1.5.6. assumes full responsibility for personal injury and/or illness;
  - 2.1.5.7. 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;
  - 2.1.5.8. provides proof of his/her own major medical insurance upon being assigned to the Program; and
  - 2.1.5.9. 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.
- 2.1.6. 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: (1) a "Level 1 Screening" as set forth in Section 435.03, Florida Statutes, as may be amended from time to time. Evidence of all such screenings must be submitted to the applicable Broward Health sponsoring department (e.g., files for pharmacy students are submitted to the Pharmacy Department) prior to the Program Participant beginning work at Broward Health. 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.

2.1.7. Reasonably and appropriately consider and respond to any concerns communicated to Educational Institution by Broward Health or Preceptor relating to (i) the implementation of the Rotation; or (ii) the behavior, performance and/or attendance of any Program Participant.

2.1.8. Provide insurance as described below:

2.1.8.1. If Educational Institution is not a sovereign, as indicated on the Affiliation Summary Section, Educational Institution agrees that it shall maintain during the Term of this Agreement for itself, and each of its Program Participants a 'claims-made' 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 Educational Institution, and/or its Program Participants during the Term of this Agreement and include an Endorsement to the subject insurance policy extending the reporting period for a 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. Any insurance or self-insurance maintained by Broward Health shall be excess of Educational Institution's responsibility for its independent negligence. Nothing in this Section is intended to alter or waive Broward Health's entitlement to statutory or common law sovereign immunity, or to extend Broward Health's liability beyond the limits established in Section 768.28, Florida Statutes, as amended. Educational Institution shall give Broward Health



written notice within ten (10) days of any changes, modification, cancellation or non-renewal of such insurance; or

2.1.8.2. 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 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 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. Any insurance or self-insurance maintained by Broward Health shall be excess of Educational Institution's responsibility for its independent negligence. Nothing in this Section is intended to alter or waive Broward Health's entitlement to statutory or common law sovereign immunity, or to extend Broward Health's liability beyond the limits established in Section 768.28.

2.1.8.3. Further, Educational Institution agrees that it shall instruct, and require its Program Participants to have and maintain during the Term of this Agreement, a 'claims-made' 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, and include an Endorsement to the subject insurance policy extending the reporting period for a two (2) year period immediately following the termination or expiration of this Agreement, and require Program Participants to add Broward Health as an additional insured on said insurance policy. Program Participant shall 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. Nothing in this Section is intended to





alter or waive Broward Health's entitlement to statutory or common law sovereign immunity, or to extend Broward Health's liability beyond the limits established in Section 768.28.

- 2.1.9. Secure from the Program Participants the necessary written documentation that each:
  - 2.1.9.1. 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;
  - 2.1.9.2. acknowledges that he/she is not entitled to receive any compensation or other benefits in connection with participating in the Program;
  - 2.1.9.3. 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;
  - 2.1.9.4. 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;
  - 2.1.9.5. agrees to obtain Broward Health's written approval prior to writing and/or publishing any material relating to their experience in the Rotation; and
  - 2.1.9.6. acknowledges and agrees that they are not and shall not represent themselves as agents or employees of Broward Health at any time.
- 2.1.10. Assume complete responsibility for the curriculum, education and grades of the Program Participants.
- 2.1.11. Provide Broward Health and Preceptor, and their respective personnel, with any and all information and support necessary to enable Broward Health and Preceptor to fulfill their obligations under this Agreement.
- 2.1.12. If applicable to the Program and experiential practicum, provide the stipend package outlining the conditions, payment schedules, and methodology for payment for Broward Health to receive stipends for precepting students ("Precepting Stipend"). The Precepting Stipend detailing the aforementioned requirements, if applicable to the Program, shall be attached hereto as Exhibit E and incorporated herein by reference.



2.1.13. 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.

2.2. **Responsibility of Preceptor**. During the Term of this Agreement, each Preceptor shall:

2.2.1. Assume and fulfill 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.

2.2.2. Ensure, 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 Preceptor. Preceptor 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, Preceptor 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 Preceptor.

2.2.3. Make all decisions relating to the evaluation, care and treatment of each individual patient with respect to a clinical Rotation.

2.2.4. Evaluate the attendance and performance of each Program Participant within the Program. In addition, Preceptor shall maintain and preserve any records utilized by Preceptor which could possibly be audited by a state educational institution or other entity that may review or audit the Program.

2.2.5. Be duly licensed, certified or otherwise qualified to supervise and manage the Program Participants during their Rotation at Broward Health Facilities, and perform all duties and services hereunder in accordance with all relevant local, State, and federal laws and 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 Preceptor and Educational Institution as may be in effect from time to time. Preceptor warrants that Preceptor shall not interfere with or adversely affect the operation of any Broward Health Facility or the performance of services therein.



- 2.2.6. Furnish to Broward Health and Educational Institution the following items concerning Preceptors who will participate in the Program and supervise the Rotations at any Broward Health Facility:
  - 2.2.6.1. proof of educational qualifications and licenses;
  - 2.2.6.2. a copy of an annual physical and/or health report which meets Broward Health's standards; and
  - 2.2.6.3. proof of major medical insurance upon being assigned to Broward Health.
- 2.2.7. Abide by all Broward Health Policies and all policies, procedures, rules and regulations of the Educational Institution, as applicable.
- 2.2.8. Provide (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. Preceptor shall deliver completed Program Participant evaluation forms provided by Educational Institution, where applicable. Preceptor also agrees 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.
- 2.2.9. Immediately notify Educational Institution and Broward Health in the event that Preceptor 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.
- 2.2.10. Maintain during the Term of this Agreement for itself, and each of its employees a 'claims-made' 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. Preceptor 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 Preceptor, and/or its employees during the Term of this Agreement and include an Endorsement to the subject insurance policy extending the reporting period for a two (2) year period immediately following the termination or expiration of this Agreement. Preceptor shall cause Broward Health to be named as an additional insured on said insurance policy and provide Broward Health and Educational Institution with a certificate of insurance evidencing such coverage upon execution of this Agreement and upon Broward Health's or Educational Institution's request. Any insurance or self-insurance maintained by Broward Health shall be excess of the Preceptor's responsibility for their independent negligence. Nothing in this Section is intended to alter or waive Broward Health's entitlement to statutory or common law sovereign



immunity, or to extend Broward Health's liability beyond the limits established in Section 768.28, Florida Statutes, as amended. Preceptor shall give Broward Health and Educational Institution written notice within ten (10) days of any changes, modification, cancellation or non-renewal of such insurance.

- 2.2.11. Provide to Broward Health the necessary written documentation where Preceptor acknowledges and agrees to maintain the absolute confidentiality of the information made available to him/her/it with respect to Broward Health's patients and records, as required by State and Federal laws and regulations.
- 2.2.12. Execute an agreement pursuant to which Preceptor acknowledges and agrees that he/she/it is not and shall not represent himself/herself/itself as an agent or employee of Broward Health or Educational Institution; except in the case of a Preceptor who is an employee of Broward Health.
- 2.2.13. Give careful consideration to any and all requests and recommendations made by Educational Institution and/or Broward Health relating to the nature and sufficiency of resources and personnel contributed by Preceptor to the Program and Rotation.
- 2.2.14. Provide Educational Institution and Broward Health, and their respective personnel, with any and all information and support necessary to enable the Educational Institution and Broward Health to fulfill their obligations under this Agreement, including, but not limited to, the timely and appropriate provision of all reports, evaluations, and data required for accreditation or other purposes, as well as any and all other documentation relating to the implementation of the Program at each applicable Broward Health Facility.
- 2.2.15. Appoint a representative to serve as a liaison between and among Preceptor, Educational Institution and Broward Health for all matters concerning the Rotations, including, but not limited to, assignments, supervision issues, and evaluations of Program Participants.

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

- 2.3.1. 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.



- 2.3.2. Promptly notify Educational Institution or Preceptor of any steps taken by Broward Health to address the behavior or conduct on the part of a Program Participant 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 Preceptor from a Rotation, pursuant to Section 4.3 of this Agreement.
- 2.3.3. Provide various orientation methodologies to acquaint Program Participants with Broward Health Policies and Broward Health Facilities in connection with the implementation of the Rotation.
- 2.3.4. Provide, to the extent available, adequate conference room or teaching space for Preceptors and Program Participants.
- 2.3.5. Provide educational opportunities in accordance with the objectives of the Program as mutually agreed upon by the Educational Institution and Broward Health.
- 2.3.6. Provide Program Participants and Preceptors use of the cafeteria facilities and libraries located within Broward Health Facilities, where available.
- 2.3.7. Provide emergency health care services only, to Program Participants in accordance with applicable law. In such cases, Broward Health shall accept assignment of Program Participants' and Preceptor's insurance policy benefits in accordance with applicable law. 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 medical services provided to any Program Participant who is uninsured or underinsured or whose insurance coverage is denied by a Broward Health Facility, as well as all costs associated with subsequent care is the sole responsibility of Educational Institution, Program Participants and/or Preceptor, as applicable.
- 2.3.8. Appoint a representative to serve as a liaison between and among Broward Health, Preceptor and Educational Institution for all matters concerning the Rotations at Broward Health Facilities.
- 2.3.9. Prior to performing any services under this Agreement, any Preceptor or Program Participant who shall be providing patient care items or services or performing billing or coding functions on behalf of Broward Health under this Agreement must be screened by Broward Health against the "Exclusion Lists" which include: (1) the HHS/OIG List of Excluded



Individuals/Entities (“LEIE”); and (2) the General Services Administration’s System for Award Management (“SAM”).

2.3.9.1. In addition, prior to performing any services under this Agreement, any Preceptor or Program Participant who shall be providing patient care items or services or performing billing or coding functions on behalf of Broward Health under this Agreement, is required to disclose whether they are “Ineligible Persons,” which is defined as an individual or entity who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (2) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

2.3.9.2. Broward Health is required to screen any Preceptor or Program Participant who shall be providing patient care items or services or performing billing or coding functions on behalf of Broward Health under this Agreement, against the Exclusion Lists within 90 days after the Effective Date and thereafter shall screen them against the LEIE on a monthly basis and screen against SAM on an annual basis.

3. **Confidentiality.**

3.1. **Broward Health Confidential Information.** Each of Educational Institution and Preceptor, for itself and for their respective staff, agents, employees, students, and representatives, acknowledges that in connection with their performance under this Agreement, Educational Institution and Preceptor and their respective staff, agents, employees, 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 and Preceptor agree that they shall not, and shall cause their respective staff, agents and employees, 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.

Notwithstanding anything to the contrary contained in this Agreement, the parties to this Agreement acknowledge that Broward Health, as a public entity, is subject to Florida’s public records laws, which makes materials communicated to or from Broward Health pursuant to this Agreement subject to disclosure under such laws unless specifically exempted from disclosure or made confidential under Florida Statute. All non-disclosure and confidentiality obligations contained herein are subject to the Florida Public Records Act, Chapter 119, et. seq.

3.2. **Statement of Responsibility/Confidentiality Agreement.** Educational Institution and Preceptor (except where Preceptor is an employee of Broward Health) agree that they shall



require: (i) each Program Participant to execute the Acknowledgement and Agreement, as set forth in the form attached hereto and incorporated herein as Exhibit A; (ii) each Preceptor (except where Preceptor is a Broward Health employee) to execute the Statement of Responsibility, as set forth in the form attached hereto and incorporated herein as Exhibit B; and (iii) each Faculty Coordinator, Preceptor (except where Preceptor is a Broward Health employee), and Program Participant to execute the Confidentiality Agreement, as set forth in the form attached hereto and incorporated herein as Exhibit C. Educational Institution and Preceptor agree to provide a copy of each executed form to Broward Health prior to the date on which any Preceptor 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 mutual written agreement of both parties.

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

4.2.1. Any party may terminate this Agreement (i) without cause by giving the other parties ninety (90) days prior written notice of its intent to terminate; (ii) for cause 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 any 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. Notwithstanding the foregoing, if Broward Health seeks to terminate the Agreement for cause, and Broward Health determines in its sole discretion that the event giving rise to the material breach cannot be remedied or cured, then no cure period will be provided and Broward Health may immediately terminate the Agreement.

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, within ninety (90) days of written notice to terminate the agreement (discussed in 4.2.1.), unless Broward Health believes that immediate termination is necessary to ensure the best interests of Broward Health and/or its patients. If the Program Participants are permitted to complete such previously scheduled assignments at the applicable Broward Health Facility, Preceptor 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, Preceptor, 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 Section 7.19. or any other Sections 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, employee 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 Preceptor 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 proper rendering of quality care to Broward Health patients. Upon receiving notice from Broward Health of such a removal, Preceptor 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 the other parties 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 Program Participant in the performance of their obligations under this Agreement.

5.1.2. Educational Institution agrees to indemnify and hold each Preceptor 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 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. **Preceptor.** Except where Preceptor is an employee of Broward Health, in which case this provision is not applicable, Preceptor agrees to indemnify and hold Broward Health, its commissioners, agents, representatives, and employees, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising in connection with any negligent or intentional acts or omissions by the Preceptor in the performance of Preceptor's obligations under this Agreement.

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

5.4. **Sovereign Immunity; Employee Preceptors.** Notwithstanding any contrary provision herein, the parties hereto acknowledge that Broward Health, as a special taxing district of the State of Florida, enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure Broward Health of the limitation on liability provided to political subdivisions of the State as established in Section 768.28, Florida Statutes, as amended. Nothing in the Agreement shall be construed to require Broward Health to indemnify Educational Institution or insure Educational Institution for its negligence or to assume any liability for Educational Institution's negligence. Any provision in the Agreement that requires Broward Health to indemnify, hold harmless or defend Educational Institution from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity or extend Broward Health's liability beyond the limits established in Section 768.28, Florida Statutes, as amended. 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, 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 students and officers, employees, servants, and agents while acting within the scope of duties. 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, 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 of Educational Institution and/or Preceptor (hereinafter 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 Article V, 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 Section 5. 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 Indemnitor in connection with the defense of such claim.

## 6. **Compliance.**

6.1. **OSHA Compliance.** Each of Educational Institution and Preceptor shall comply with, and shall cause their respective Program Participants and staff, agents, employees, and representatives to comply 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, 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 Preceptor'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.** Each of Educational Institution and Preceptor shall comply with, and shall cause their respective Program Participants and staff, agents, employees, and representatives to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 ( 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. Neither Educational Institution nor Preceptor shall use, and each shall cause their respective employees, agents, 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 and Preceptor 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 and Preceptor shall promptly report to Broward Health any uses or disclosures, of which Educational Institution or Preceptor become aware, of PHI in violation of HIPAA or the HIPAA Regulations. In the event that Educational Institution or Preceptor contract with any agents to whom Educational Institution or Preceptor provide PHI, Educational Institution and Preceptor shall include provisions in such agreements pursuant to which Educational Institution and Preceptor and such other contracting parties agree to the same restrictions and conditions that apply to Educational Institution and Preceptor with respect to PHI, as set forth in this Agreement.
- 6.2.4. Each of Educational Institution and Preceptor 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, Preceptor 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.

6.3. **Compliance Program**. Educational Institution and Preceptor acknowledge that Broward Health has adopted a program to facilitate its compliance with laws and regulations including, without limitation, Section 6032 of the Deficit Reduction Act of 2005 ("Compliance Program"). Educational Institution and Preceptor acknowledges that (a) a summary of the Compliance Program and policies and procedures related to 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute") and 42 U.S.C. § 1395nn (the "Stark Law"), along with a copy of Broward Health's Code of Conduct, will be provided to them and (b) will review such materials. Educational Institution and Preceptor shall participate in the Compliance Program, including, without limitation, adherence to the corporate philosophy statement and all written codes, policies, and guidelines of the Compliance Program. Educational Institution and Preceptor shall participate in in-service compliance education programs and agrees to contribute to the ongoing compliance efforts as an integral part of this Agreement. Educational Institution and Preceptor



understand that the Compliance Program shall change from time to time and Educational Institution and Preceptor agree to adhere to the codes, policies and guidelines of the Compliance Program as they may be modified in the future. The performance by Educational Institution and Preceptor of their responsibilities in a manner consistent with the Broward Health Code of Conduct and their compliance with the Broward Health policies and procedures regarding the Compliance Program, including those policies and procedures regarding the Stark Law and the Anti-Kickback Statute, shall be elements of Broward Health's evaluation of the performance of Educational Institution and Preceptor under this Agreement. In addition, Educational Institution and Preceptor shall comply with the provisions of Broward Health's Human Resource Administrative Manual, and Broward Health Code of Conduct, both adopted and amended from time to time, in order to ensure ethical behavior and clinical competence in the treatment of patients. Educational Institution and Preceptor acknowledge that they will receive, review and abide by Broward Health Code of Conduct. Educational Institution and Preceptor acknowledge and understands that failure to support, adhere to and promote the Compliance Program, Code of Conduct, policies, and guidelines, as well as the failure to participate in in-service compliance education programs, constitutes a material breach of the Agreement and may result in (a) reduction in compensation, (b) other sanctions, and/or (c) termination of the Agreement.

6.4. **Corporate Compliance and Ethics Program.** Educational Institution and Preceptor acknowledge that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Compliance and Ethics Program"). Educational Institution and Preceptor agree to participate in Broward Health's Compliance and Ethics Programs including, but not limited to, adherence to the Code of Conduct and all written codes, policies, procedures and guidelines of Compliance and Ethics Program. Educational Institution and Preceptor further agree to participate in in-service compliance education programs. Educational Institution and Preceptor further agree to contribute to the ongoing compliance efforts as an integral part of Educational Institution's and Preceptor's duties and responsibilities. Educational Institution and Preceptor understand that the Compliance and Ethics Program will change from time to time and agrees to comply with the codes, policies and guidelines of the Compliance and Ethics Program as they may be modified in the future. Educational Institution and Preceptor acknowledge and understand that failure to support, adhere to and promote Broward Health's Code of Conduct, policies, procedures and guidelines, as well as the failure to participate in in-service compliance education programs as set forth herein, constitutes a material breach of this Agreement, and may result in reduction of Educational Institution's and Preceptor's compensation, in other sanctions and in termination of this Agreement.

6.5. **Public Records.** In order to comply with Florida's public records laws, the Educational Institution and Preceptor shall:

- 6.5.1. Educational Institution and Preceptor shall keep and maintain public records required by Broward Health to perform the services required under this Agreement.
- 6.5.2. Upon request from Broward Health's custodian of public records, Educational Institution and Preceptor shall provide Broward Health with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that



does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 6.5.3. Educational Institution and Preceptor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Educational Institution and Preceptor do not transfer the public records to Broward Health.
- 6.5.4. Upon completion of the Agreement, Educational Institution and Preceptor shall transfer, at no cost to Broward Health, all public records in possession of Educational Institution and Preceptor or keep and maintain public records required by Broward Health to perform the services required under the Agreement.
- 6.5.5. If Educational Institution and Preceptor transfers all public records to Broward Health upon completion of the Agreement, Educational Institution and Preceptor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 6.5.6. If Educational Institution and Preceptor keeps and maintains public records upon completion of the Agreement, Educational Institution and Preceptor shall meet all applicable requirements for retaining public records.
- 6.5.7. All records stored electronically must be provided to Broward Health, upon request from Broward Health's custodian of public records, in a format that is compatible with Broward Health's information technology systems.
- 6.5.8. IF THE EDUCATIONAL INSTITUTION AND PRECEPTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EDUCATIONAL INSTITUTION'S AND PRECEPTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, [PublicRecordsRequest@browardhealth.org](mailto:PublicRecordsRequest@browardhealth.org), or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

- 6.6. **Educational Institution and Preceptor Warranties.** Educational Institution and Preceptor hereby represents and warrants to Broward Health that:



- 6.6.1. Neither Educational Institution, Preceptor, nor any of their principals, owners, directors, officers, employees or agents are now or have ever been convicted of a health care related criminal offense and currently are not under investigation by any public or private, state or federal, regulatory body.
- 6.6.2. Neither Educational Institution, Preceptor nor any of their principals, owners, directors, officers, employees or agents are undergoing any type of audit by a public or private auditing entity, and/or state or federal regulatory body or auditing entity related to regulatory compliance issues.
- 6.6.3. Neither Educational Institution, Preceptor nor any of their principals, owners, directors, officers, employees or agents are currently or have ever been excluded, debarred, suspended, or sanctioned from any federally funded health care program including, but not limited to, Medicare or Medicaid or by any government licensing agency, and have never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal health care program participation.
- 6.6.4. Educational Institution and Preceptor shall conduct periodic reviews of all their principals, owners, directors, officers, employees or agents, including any officers, directors and persons or entities with any ownership interest in Educational Institution or Preceptor, and any Program Participants to ensure that no individual performing services pursuant to this Agreement has been debarred, disqualified, excluded, suspended, or is otherwise ineligible to participate in any federal health care program ("Exclusion Checks"). If Educational Institution or Preceptor fails to perform Exclusion Checks or otherwise fails to prevent or permits an individual who has been debarred, disqualified, excluded, suspended, or who is ineligible to participate in any federal health care program, to perform any services or obligations under this Agreement, the Educational Institution or Preceptor shall fully indemnify and hold Broward Health harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorneys' fees), which may be asserted by any state or federal entity or regulatory authority or other third party, that is in any way related or incident to, arising out of, or in connection with the Educational Institution's or Preceptor's failure to perform Exclusion Checks. This subsection shall survive the expiration or termination of this Agreement.
- 6.6.5. Educational Institution and Preceptor shall provide the names and any other information requested by Broward Health of any and all Program Participants or other individuals who will be performing any services or obligations pursuant to this Agreement. The Educational Institution's and Preceptor's use of any Program Participant or individual is subject to the prior written consent of Broward Health, in its sole discretion.



- 6.6.6. Educational Institution and Preceptor agree to notify Broward Health in writing, immediately after it becomes actually aware of any threatened, proposed, or actual exclusion of Educational Institution, Preceptor or any of their principals or employees from any federally funded health care program, including, but not limited, to Medicare and Medicaid.
- 6.6.7. Educational Institution and Preceptor acknowledge and understand that the failure to comply with the foregoing constitutes a material breach of this Agreement.
- 6.6.8. Educational Institution and Preceptor agree to notify Broward Health immediately, in writing, if any of the foregoing conditions occur. Furthermore, Educational Institution and Preceptor acknowledge and understand that Broward Health reserves the right to terminate this Agreement immediately upon notification by Educational Institution and Preceptor, or discovery by Broward Health, that any of the foregoing conditions occurred.

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, or any other basis prohibited by law; 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 Preceptors shall be considered agents, representatives, or employees of Broward Health (except where Preceptor is an employee 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 either the Educational Institution or the Preceptor.

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 5.4, 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 Preceptors (except where Preceptor is an employee of Broward Health) 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, waive or modify 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. **Provisions Binding.** This Agreement shall be binding upon the successors, legal representatives or permitted assigns of the parties hereto.

7.16. **Mutual Authority to Enter into Agreement.** Educational Institution, Covenantor, Preceptor 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.

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

7.18. **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.

7.19. **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.

7.20. **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.



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

7.22. **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.

**[Signature Page Follows]**



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

APPROVED as to Legal Form:

By: Brett Egan  
General Counsel's Office, Broward Health

Date: 11/26/19

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

Gino Santorio  
Gino Santorio, President/CEO

11/27/19  
Date

**THE DISTRICT BOARD OF  
TRUSTEES OF BROWARD  
COLLEGE, FLORIDA**

DocuSigned by:

Jeffrey Nasse  
Signature

Jeffrey Nasse

Printed Name

vice Provost, Academic Affairs

Title

11/25/2019

Date

**PRECEPTOR** (if Preceptor is an employee of Broward Health signature is not required)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT**

**Program Participants**

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, I, \_\_\_\_\_, the undersigned and my heirs, successors and/or assigns do hereby covenant, acknowledge and agree:

1. that I am not entitled to receive any monies or other benefits in connection with participating in the Program;
2. that I will be responsible for reimbursing Broward Health for any damages or other injuries intentionally or maliciously caused by me 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;
4. that I am not and shall not represent myself as an agent or employee of Broward Health at any time;
5. to assume all risks of, and be solely responsible for, any injury or loss sustained by me while participating in the Program at Broward Health which is coordinated by Educational Institution and supervised by Preceptor, and while participating in teaching opportunities made available by Practitioners (the “Claims”); and
6. to waive all rights to bring any and all Claims against Broward Health and to fully and voluntarily release Broward Health and each Practitioner from all liability for any such Claims.

In addition, as a Program Participant in the Program at Broward Health as 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, including without limitation, the requirements of Section 7.3 of the Affiliation Agreement. I acknowledge that the applicable terms and conditions therein have been explained to me by the Educational Institution and I understand that the Educational Institution will provide that certain Affiliation Agreement to me.

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

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

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness



**EXHIBIT B**

**STATEMENT OF RESPONSIBILITY**

**Preceptor (except where Preceptor is a Broward Health employee)**

In accordance with that certain Affiliation Agreement by and among, Educational Institution, Preceptor and Broward Health, I, \_\_\_\_\_, the undersigned, and my heirs do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by me while participating in the Program at Broward Health which is coordinated by Educational Institution and supervised by me, and while participating in teaching opportunities made available by Practitioners (the "Claims"). Accordingly, I hereby (i) waive all rights to bring any and all Claims against Broward Health; and (ii) fully and voluntarily release 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\_\_.

\_\_\_\_\_  
Preceptor  
(if Preceptor is an employee of

\_\_\_\_\_  
Witness

Broward Health signature is not required)



**EXHIBIT C**

**CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT (“Agreement”)** 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 (“**Broward Health**”) and Faculty Coordinator, Preceptor (except where Preceptor is a Broward health employee), and Program Participant(s) (collectively referred to as “**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 Preceptor, all as defined in the Affiliation Summary Section; and

**WHEREAS**, Preceptor 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, Preceptor 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 and Preceptor, 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.

**[Signature Page Follows]**





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

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

\_\_\_\_\_  
Gino Santorio, President/CEO

\_\_\_\_\_  
Date

**PRECEPTOR**  
(if Preceptor is an employee of Broward Health  
signature is not required)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FACULTY COORDINATOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROGRAM PARTICIPANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED as to Legal Form:

By: \_\_\_\_\_  
General Counsel's Office, Broward Health

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



**EXHIBIT D**

**HR-007-020 DRUG FREE WORKPLACE & DRUG TESTING POLICY**

[See Attached]



**EXHIBIT E**

**PRECEPTING STIPEND  
(IF APPLICABLE)**

