

SCHOOL AFFILIATION AGREEMENT AMENDMENT

This Amendment (“Amendment”) is entered into this 18th day of September, 2012, effective the 1st day of September, 2012, by and between Sarasota Doctors Hospital, Inc., d/b/a Doctors Hospital of Sarasota and The School Board of Sarasota County, Florida, through its Sarasota County Technical Institute.

WHEREAS, Facility and School have entered into that certain School Affiliation Agreement dated **February 21, 2012**, which sets forth their respective rights, obligations and duties regarding the Affiliation – students enrolled in the Health Science and EMS Programs (the “Agreement”); and,

WHEREAS, Facility and School desire to amend the terms of the Agreement;

NOW, THEREFORE, the Agreement is amended as follows:

(1) Section 1. Responsibilities of School, (d) Health of Program Participants shall be modified by adding subsections (v) and (vi) below:

(v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.

(vi) In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the school, or, closer to the start time of clinical rotations, will be provided to the hospital.

(2) A new subsection (h) shall be added to Section 1. Responsibilities of School immediately following subsection (g) Background Checks, as follows:

(h) ~~Drug and Alcohol Testing.~~ School represents that it will timely conduct (or will have timely conducted) a drug and alcohol test on each and every Program Participant.

(i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing facility and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

(ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, codeine, and cocaine. Reasonable suspicion and reportable accident testing should include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.

(3) The current Section 19 is now renumbered as Section 20.

(4) A new Section 19 to immediately follow Section 18 is added as follows:

19. COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES. School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

(5) Exhibit C is replaced in its entirety by the revised Exhibit C attached hereto.

Excluded Provider Representation and Warranty. The School represents and warrants that s/he has not been excluded, debarred, or otherwise made ineligible to participate in any Federal Healthcare program as defined in 42 USC § 1320a-

7b(f). The School represents and warrants that s/he (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal healthcare programs"); (ii) is not convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the terms of this Agreement and the School shall immediately notify the Facility of any change in the status of the representation and warranty set forth in this section. If the School becomes excluded from Federal program participation, this Agreement may be terminated immediately by the Facility for cause.

Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective the day and year first written above.

SCHOOL:

**The School Board of Sarasota County, Florida, Through its
Sarasota County Technical Institute**

School:

By: _____ Date: _____
Caroline G. Zucker

Title:
Chair

Approved for Legal Content
September 11, 2012, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota County, Florida
Signed: ASH

FACILITY:

Doctors Hospital of Sarasota

Hospital:

By: _____ Date: _____
Robert C. Meade

President/CEO
Title:

EXHIBIT C

Attestation of Satisfactory Background Investigation and Drug and Alcohol Report

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation and drug and alcohol report is satisfactory in that it:

- ____ does not reveal any criminal activity;
- ____ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- ____ confirms the individual is not on either the GSA or OIG exclusion lists;
- ____ confirms the individual is not listed as a violent sexual offender;
- ____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- ____ no other aspect of the investigation required by Employer reveals information of concern.; and
- ____ does not reveal the inappropriate use of drugs or alcohol.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background investigation and/or the drug and alcohol report.

Identified Individual Subject to the Background Investigation:

Name

Address

Date of Birth

Social Security Number

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA)

Signature

Printed Name

[Name of Organization]

Date: _____