



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

☐ Yes ☒ No

Time

Open Agenda

☐ Yes ☒ No

ITEM No.:

F-1.

MEETING DATE

Dec 9 2014 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

F. OFFICE OF ACADEMICS

DEPARTMENT

CTACE

TITLE:

Agreement between The School Board of Broward County, Florida and South Broward Hospital District d/b/a Memorial Healthcare System

## REQUESTED ACTION:

Approve the continuation Agreement between The School Board of Broward County, Florida and South Broward Hospital District d/b/a Memorial Healthcare System. The contract period is January 1, 2015 through October 31, 2017.

## SUMMARY EXPLANATION AND BACKGROUND:

Career and Technical Education high school and adult postsecondary students, district-wide, who are enrolled in Health Science Education Programs, participate in clinical learning experiences through contractual agreements with hospitals, nursing homes, and other healthcare related facilities. The Agreement with South Broward Hospital District d/b/a Memorial Healthcare System provides clinical experiences necessary to meet Florida Department of Education mandated student performance standards. This agreement also addresses the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

## SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

## FINANCIAL IMPACT:

There is no financial impact to the District.

## EXHIBITS: (List)

(1) Summary Explanation and Background (2) Executive Summary (3) Memorial Healthcare Agreement

## BOARD ACTION:

**APPROVED AS AMENDED**  
*See attached Amendment*  
(For Official School Board Records Office Only)

## SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez

Phone: 754-321-8444

Name:

Phone:

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Brian Kingsley - Acting Chief Academics Officer

Signature

Brian G. Kingsley

11/13/2014, 9:18:00 AM

Approved In Open  
Board Meeting On:

By:

DEC 09 2014

School Board Chair

**F-3 Agreement between The School Board of Broward County, Florida and South Broward Hospital District d/b/a Memorial Healthcare System (summary and background explanation con't.)**

In accordance with a School Board request, staff in the Career, Technical, Adult and Community Education Department developed a survey to measure the effectiveness of the clinical experience. This survey was completed by students, Health Science teachers, and selected staff of the facility. The results of the survey will be used to make recommendations for modifying clinical agreements that will strengthen the student's job-site clinical experience and strengthen the overall Health Science Program. A summary of the survey responses from each group indicates an overall rating of 89% or higher as outstanding/above average for each survey question.

**F-1 Amendment - December 9, 2014 Regular Meeting**

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Rupert and carried, to amend the Agreement, Article 2 - Special Conditions 2.02 Term of Agreement ... commencing on ~~November 17, 2014~~ January 1, 2015.

# **AFFILIATION AGREEMENT FOR HEALTH SCIENCE EDUCATION**

**THIS AGREEMENT** is made and entered into as of this 9<sup>th</sup> day of December  
2014, by and between

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

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

and

**SOUTH BROWARD HOSPITAL DISTRICT d/b/a  
MEMORIAL HEALTHCARE SYSTEM as the following:**

**MEMORIAL REGIONAL HOSPITAL**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
3501 Johnson Street  
Hollywood, Florida 33021

**MEMORIAL HOSPITAL PEMBROKE**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
7800 Sheridan Street  
Pembroke Pines, Florida 33028

**MEMORIAL HOSPITAL WEST**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
703 N. Flamingo Road  
Pembroke Pines, Florida 33028

**MEMORIAL HOSPITAL MIRAMAR**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
1901 SW 172 Avenue  
Miramar, Florida 33025

**MEMORIAL MANOR NURSING HOME**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
777 S. Douglas Road  
Pembroke Pines, Florida 33025

**MEMORIAL HOSPITAL SOUTH**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
3600 Washington Street  
Hollywood, Florida 33021



**JOE DIMAGGIO CHILDRENS HOSPITAL**

(hereinafter referred to as "Agency"),  
whose principal place of business is  
1005 Joe DiMaggio Drive  
Hollywood, Florida 33317

**WHEREAS**, SBBC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the fields of service described in **Exhibit "A"** which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Agency has the clinical facilities necessary to assist in the provision of said educational programs and desires to participate in the education programs for the benefit of the entire community.

**NOW, THEREFORE**, in consideration of the premises and 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:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Program Purpose.** The education of the student shall be the primary purpose of the programs.

2.02 **Term of Agreement.** The term of this Agreement shall be for the period commencing on January 1, 2015 and concluding on October 31, 2017.

2.03 **Instruction and Curriculum.** SBBC shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures. All faculty provided by SBBC shall be duly licensed, certified or otherwise qualified to participate in the program. Neither SBBC nor any participating student or faculty member shall interfere with or adversely affect the Agency's operations or the Agency's provision of health care services.

2.04 **Substitute Instructors.** SBBC shall, at its sole expense, provide substitute instructors certified for Health Occupations Education in the event of teacher absence for clinical educational experiences or for the withdrawal of students from classroom activities.



2.05 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with the Agency by telephone at any given time during which students are on the Agency's premises without supervision by an instructor.

2.06 **Course Materials.** Upon request, SBBC shall provide the Agency copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.07 **Educational Plan.** SBBC faculty will prepare an educational plan in conjunction with Agency staff prior to the placement of students with the Agency. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The faculty shall be responsible for maintaining cooperative relationships with Agency staff. The Agency shall provide opportunities for participating students to observe and assist in various aspects of patient if and when appropriate.

2.08 **Student-Teacher Ratio.** SBBC shall maintain the student-teacher ratios specified in **Exhibit "B"** which is attached hereto and incorporated herein by reference.

2.09 **Approval/Accreditation Status.** Through its administrators and faculty, SBBC shall maintain approval/accreditation status for those programs specified in **Exhibit "C"** which is attached hereto and incorporated herein by reference.

2.10 **Facility Availability.** Agency agrees to make the following facilities available to the Students in order to provide an education experience for the Students:

- (i) Cafeteria facilities, if available, shall be open to the Students while on assignment at the Agency. The cost of meals at such facilities shall be borne by said Students.
- (ii) Agency library facilities used by Agency staff members shall be open to the Students.
- (iii) Vehicular parking at the Agency shall be provided for the Students.
- (iv) Various departments of Agency shall be made available to the Students participating in the education experience; provided, however, that the Agency shall retain the ultimate responsibility of the supervision of patient care.

2.11 **Supervision of Clinical Experiences.** Students participating in the Allied Health Assisting Program (Secondary) Program for clinical educational experiences directly related to patient care shall be supervised by SBBC through a certified instructor.

2.12 **Faculty Orientation.** The Agency shall provide an orientation for SBBC faculty prior to the commencement of the students' clinical educational experiences.

2.13 **Student Evaluation.** Upon the request of SBBC, the Agency shall assist in the evaluation of student performance. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program.

2.14 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of Agency and/or its patients and shall not disclose or reveal any confidential information to any third party without



the express prior written consent of the Agency. Participating students and faculty will be required by SBBC to execute a Confidentiality Statement substantially complying with the form attached hereto as **Exhibit "D"** and herein incorporated by reference. SBBC and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information. Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. SBBC shall immediately notify the Agency of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. SBBC will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the Agency and the imposition upon such third persons of the same duty to safeguard said information. SBBC's records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the Agency or any federal or state authority entitled to access to such information.

SBBC agrees to indemnify and hold harmless Agency and its officers and employees for any violation of this section, including, without limitation, defending Agency and its officers and employees against any complaints, administrative or judicial proceeding, payment of any penalty imposed upon Agency, or payment of any and all costs, damages, judgments or losses uncured by or imposed upon Agency arising out of a breach of this covenant by SBBC, or its officers, employees, faculty, students, or agents to the extent that SBBC or an officer, employee, faculty, student or agent of SBBC shall either intentionally or negligently violate the provisions of this section or of HIPAA or other laws governing the confidentiality of medical records. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**2.15 Number of Assigned Students.** SBBC and the Agency agree that the determination of the number of students to be assigned to the Agency shall be a mutual decision based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the program.

**2.16 Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on the Agency's premises.

**2.17 Students are Not Agency Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the Agency. Students shall be considered employees, servants, agents or volunteers of SBBC.

**2.18 No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the Agency as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Agency's staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.



2.19 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the Agency does not meet the professional educational requirements and standards of SBBC. The Agency reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the Agency as determined by the Agency, following collaboration with SBBC personnel. The Agency reserves the right to immediately remove from its premises any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services. However, the parties agree that only SBBC can dismiss a student from program participation.

2.20 **Infectious Diseases and Student Immunizations.** SBBC shall advise students of the risk of infectious diseases and that the Agency is not responsible for exposure to infectious diseases that occur beyond their reasonable control. SBBC shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis. SBBC shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (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.

2.21 **Personal Property.** The Agency shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.22 **Participant's Medical Care.** SBBC and/or the students participating in the program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at the Agency's premises. In no event shall the Agency be financially or otherwise responsible for said medical care and treatment.

2.23 **Emergency Health Care Services.** The Agency shall provide immediate emergency health care services to faculty and students participating in the program in the event of accidental injury or illness while on the Agency's premises. At the time of providing such services, the Agency shall accept assignment of the affected individual's insurance policy. The Agency shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.24 **Agency Accreditation/Licensure.** The Agency shall provide proof of its accreditation/licensure status to SBBC upon request.

2.25 **Professional Liability Insurance Coverage.** SBBC shall provide the agency proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for each student and faculty member. Students shall be required to be covered by their own health or accident insurance.





2.26 **Agency Insurance.** Agency shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify SBBC, for, and defend it against, tort liabilities sought to be imposed upon SBBC solely as a result of the actual or alleged liability for the acts or omissions of Agency, or its employees or agents acting within the scope of their duties for Agency. The duty to defend may be satisfied by providing a defense in kind, or, at Agency's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Agency in excess of the amount of Agency's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in this Agreement shall be deemed to require indemnification by Agency of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat., or otherwise operate to increase Agency's limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of Agency for the acts or omissions of any party other than itself, its agents, and its employees.

2.27 **Criminal Background Check and Drug Screening.**

All health science education students at Atlantic, McFatter and Sheridan Technical Centers, as well as the practical nursing students at Blanche Ely High School who participate in a clinical experience at a hospital, nursing home or other clinical facility, must take and successfully pass a criminal background check and a ten panel drug screening test. In accordance with the reemployment regulations and guidelines of the hospital, nursing home or clinical facility, students may be denied program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian, if required. It is understood and agreed that the Agency is a drug free workplace. All Students must comply with Agency's drug testing policies and procedures and criminal background checks in the same manner as the Agency employees.

2.28 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. Notwithstanding any provision of this Agreement, Agency shall not be liable or responsible to SBBC beyond the monetary limits specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall Agency be liable to SBBC for punitive or exemplary damages or for lost profits or consequential damages.

2.29 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is



changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Career, Technical, Adult and Community Education  
1701 NW 23 Avenue  
Fort Lauderdale, Florida 33311

And a Copy to: Curriculum Supervisor  
Health Science Education  
1701 NW 23 Avenue  
Fort Lauderdale, Florida 33311

To Agency: Chief Executive Officer  
Name of Agency  
South Broward Hospital District d/b/a  
Memorial Healthcare System  
Address  
3501 Johnson Street  
Hollywood, FL 33021

With a Copy to: Senior Vice-President and General Counsel  
3329 Johnson Street  
Hollywood, Florida 33021

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.



3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Public Records.** Nothing in this Agreement requires either party to violate applicable law. Without limitation of the foregoing, neither party will be deemed to be in breach of this Agreement for withholding records when such release is not permitted by law, or for disclosing information when disclosure is required by law. The parties are Political Subdivisions and/or agencies of the State of Florida and, as such, are subject to Ch. 119, Fla. Stat., commonly known as the Public Records Law. Nothing herein requires either party to waive any privileges or disclose any item entitled to be kept confidential under the law including, without limitation, material protected under attorney client privilege, attorney work product privilege, and Medical Review Committee privilege and Trade Secrets as defined by Florida Law. Agency may make such disclosures as are necessary to meet licensing or accreditation requirements, including, without limitation, those imposed by ACHA or the Joint Commission.

3.08 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, any other state or federal law or regulation regarding the confidentiality of student information and records. Agency agrees to



fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by Agency, or its officers, employees, or agents to the extent that Agency or an officer, employee, or agent of Agency shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.09 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.11 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.14 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.15 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.16 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not



affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.18 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.19 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.20 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.21 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.22 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.23 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.24 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR AGENCY

(Corporate Seal)

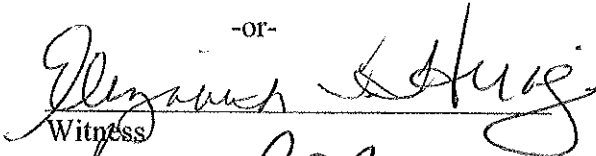
THE SOUTH BROWARD HOSPITAL DISTRICT

ATTEST:

By: 

\_\_\_\_\_, Secretary

-or-

  
Witness

  
Witness



KCS #6256

The Following Notarization is Required for Every Agreement Without Regard to Whether the Agency Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

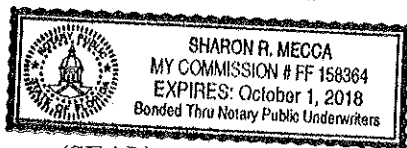
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of

December, 2014 by Frank V. Sacco of  
South Broward Hospital Name of Person  
District DCA Memorial Healthcare, on behalf of the corporation/agency.  
Name of Corporation or Agency System

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did-not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

Sharon R. Mecca  
Signature – Notary Public

Sharon R Mecca  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



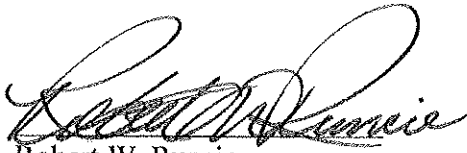
KCS #6256

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


(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

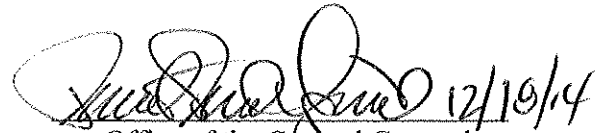
ATTEST:



Robert W. Runcie,  
Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

 12/19/14  
Office of the General Counsel





## EXHIBIT A

The School Board of Broward County through Health Science Education, is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

ALLIED HEALTH ASSISTING	NURSING ASSISTANT (ACUTE AND LONG-TERM CARE)
HEALTH UNIT COORDINATOR	PATIENT CARE TECHNICIAN
HOME HEALTH AIDE	PHARMACY TECHNICIAN
MEDICAL ASSISTANT	PRACTICAL NURSING
MEDICAL RECORD TRANSCRIBER	ORTHOPEDIC TECHNICIAN
MEDICAL CODER/BILLER	UNIT TREATMENT AND REHABILITATION
CENTRAL STERILE PROCESSING TECHNICIAN	HEALTH & WELLNESS
DENTAL ASSISTING	DENTAL LABORATORY ASSISTING
ELECTROCARDIOGRAPH AIDE	ELECTROCARDIOGRAPH TECHNOLOGY
EMERGENCY MEDICAL TECHNICIAN	EMERGENCY MEDICAL RESPONDER
HEMODIALYSIS TECHNICIAN	MASSAGE THERAPY
PHLEBOTOMY	SURGICAL TECHNOLOGY
VISION CARE ASSISTING	



## EXHIBIT B

The following Health Science programs require specific student-teacher ratios for clinical experiences that differ from the school determined student-teacher ratio appropriate for the instructed programs:

Program Title	Required Ratio
Allied Health Assisting Program	20:1
Patient Care Assistant Program	12:1
Practical Nursing Program	12:1
Nursing Assistant Program	12:1



## EXHIBIT C

The following program maintains approval/accreditation status:

- **Practical Nursing Program (PN)**  
Florida Board of Nursing Approval (BON)  
Accreditation Commission for Education in Nursing (ACEN)



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## EXHIBIT D

### CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida ("SBBC") and \_\_\_\_\_ ("Agency"), to keep confidential any information regarding Agency patients, as well as all confidential information of Agency. This includes all Protected Health Information (PHI). PHI is information which relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI may be in oral (verbal), written, electronic (i.e. computer transmission, faxes) or any other form or medium. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Agency, except as required by law or as authorized by Agency. The undersigned agrees to comply with any patient information privacy policies and procedures of School and Agency. The undersigned further acknowledges that he or she has viewed a videotape regarding Agency's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Agency's and School's privacy policies and procedures and privacy practices. The undersigned acknowledges its responsibility as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and agrees to comply with all of the requirements as contained in HIPAA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PROGRAM PARTICIPANT:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
WITNESS



KCS #6256