



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

Yes  No

Time

Open Agenda

Yes  No

MEETING DATE	Apr 21 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	CONSENT ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	CTACE

ITEM No.:

**F-2.**

TITLE: Continuation Agreements with various health care facilities for student clinical experiences in Health Science programs

REQUESTED ACTION: Approve the continuation agreements between the School Board of Broward County, Florida and John Knox Village of Florida, Inc., and the City of Pembroke Pines.

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 in order to address 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. These agreements have been reviewed and approved as to form and legal content by the Office of General Counsel. The City of Pembroke Pines Agreement will be executed after School Board Approval.

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) Continuation Agreements Summary Explanation and Background (2) F-2 Exec Summary Continuation Agreements with various health care facilities (3) Continuation Agreements with various health care facilities

BOARD ACTION:

**APPROVED**

(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*

Monday, April 06, 2015 11:23:14 AM

Approved In Open Board Meeting On:

APR 21 2015

By: *Donna Fournier*

School Board Chair

**F-2 Continuation Agreements with various healthcare facilities for students clinical experiences in Health Science Programs. (summary explanation and background con't.)**

The Continuation Agreements with John Knox Village of Florida, Inc. and the City of Pembroke Pines provides clinical experiences necessary for students to meet Florida Department of Education mandated performance standards. A summary of the survey responses from each group indicates an overall rating of 81% or higher as excellent or above average for each survey question. The district, Career, Technical, Adult and Community Education office will continue to monitor program quality through these surveys in conjunction with the participating technical colleges, and schools to ensure program quality is maintained. A summary of the survey responses from facility, instructors and students indicates an overall rating of 100% for the City of Pembroke Pines as outstanding and above average.

The term of the agreement with John Knox Village of Florida, Inc. shall be for the period commencing on May 20th, 2015 and concluding on June 20th, 2018.

The City of Pembroke Pines Agreement will be executed after School Board Approval.

The term of the agreement with the City of Pembroke Pines concluded on March 29th, 2015. The delay in contract was due to the need for the City of Pembroke Pines to agree to our attorney's legal templates. This is one of ten (10) facilities used for students to complete their required clinical experiences. There will be no interruption of student clinical experience because of this delay. The term of the agreement shall be from the date of execution by both parties and concluding on June 30th, 2018.

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 experiences. These surveys were completed by students, health science teachers, and selected staff of the facility. The results of the survey are 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.

## EXECUTIVE SUMMARY

Below is an executive summary for John Knox Village of Florida, Inc., and the City of Pembroke Pines that supports the academic and personal enrichment of students in Broward County Public Schools.

Grant Program	N/A
Status	Continuation of clinical agreement
Funds Requested	\$0
Financial Impact Statement	There is no financial impact to the District.
Schools Included	Atlantic Technical College and McFatter Technical College
Managing Department/School	Career, Technical, Adult and Community Education Department
Source of Additional Information	Enid Valdez 754-321- 8444
Project Description	The School Board of Broward County, Florida has a contractual agreement with John Knox Village of Florida, Inc., and the City of Pembroke Pines, which provides clinical experiences necessary to meet the Florida Department of Education student performance standards for health science programs. This agreement will benefit students from the technical colleges and high schools by allowing them the opportunity to apply content classroom theory to relevant clinical experiences at these facilities. These agreements will allow student access and be able to address the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion to begin upon Board approval of this clinical agreement.
Evaluation Plan	Surveys were completed by students, health science teachers, and selected staff of the clinical facilities after completion of the clinical experience to determine quality of experience. A summary of the survey responses from facility, instructors and students indicates an overall rating of 81% for John Knox Village of Florida, Inc. as outstanding and above average. This facility will be monitored for quality control through consistent communication between the facility, schools, and CTE district office. A summary of the survey responses from facility, instructors and students indicates an overall rating of 100% for the City of Pembroke Pines as outstanding and above average.
Research Methodology	Curriculum Frameworks and Program of Study as delineated by State for program completion.

## AGREEMENT

THIS AGREEMENT is made and entered into as of 21<sup>st</sup> day of April 2015,  
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

THE CITY OF PEMBROKE PINES,  
A Florida municipal corporation  
(hereinafter referred to as "Agency"),  
whose principal place of business is  
10100 Pines Boulevard  
Pembroke Pines, Florida 33026

SBBC and Agency are each a "party" and together are the "Parties."

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, SBBC has requested from Agency, and Agency has granted SBBC's request, to provide students an opportunity to ride along with members of Agency's Fire-Rescue Department as part of necessary hands-on training for emergency medical technician certification; and

WHEREAS, the Agency has the clinical facilities necessary to assist in the provision of the 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 program.

2.02 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this agreement, the term of this Agreement shall be from the date of execution by both parties and shall continue for a period of three (3) years and concluding on June 30, 2018.

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 or 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 care.

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. If applicable, the Agency shall make the operating room suite available to Surgical Technology Students and central supply areas available to students participating in the program for clinical educational experiences. The Agency shall provide locker space for participating students who will be required to furnish their own locks.

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. The Agency shall be responsible at all times for patient care.

2.14 Patient Confidentiality: HIPAA/HITECH Act/Florida Information Protection Act. To the extent that the students provided by SBBC are considered employees, servants, agents, or volunteers of SBBC, and to the extent that students are privy to Protected Health Information or Personal Information as defined in the Health Insurance Portability and Accountability Act (45 C.F.R. §§ 160 and 164), the Health Information Technology for Economic and Clinical Health (HITECH) Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5, 123 Stat. 226 (Feb. 17, 2009), codified at 42 U.S.C. §§300jj et seq.; §§17901 et seq.), or the Florida Information Protection Act, SBBC shall execute a HIPAA Business Associate Agreement (section 501.171, Florida Statutes), attached hereto as Exhibit "D" of this Agreement.

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.

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. The Agency maintains a self-insurance fund for the benefits of its employees, servants, and agents. Nothing in this Agreement shall constitute a waiver of sovereign immunity by either party.

**2.27 Criminal Background Check and Drug Screening.** All health science education students at Atlantic, McFatter, and Sheridan Technical Colleges, 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.

**2.28 Indemnification.** Each party agrees to be fully responsible 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. In consideration of participating in this program and obtaining the experience afforded by such participation, each student participating in this program shall be required to execute or have their parent or guardian execute a Hold Harmless Agreement as provided in Exhibit "E" to this Agreement prior to their participation. 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.

**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: John R. Penick, Division Chief, Fire Rescue  
The City of Pembroke Pines Fire Rescue  
9500 Pines Boulevard, Building B  
Pembroke Pines, FL 33024

With a Copy to: Charles F. Dodge, City Manager



City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33026

And a Copy to:

Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Ft. Lauderdale, Florida 33308

### 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, as may be amended. 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 (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.** Pursuant to Section 119.0701, Florida Statutes, each party to this Agreement is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the other party would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the other party all public records in that party's possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.08** Intentionally deleted.

**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 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.

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

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By *Donna Korn*  
Donna P. Korn, Chair

*Robert W. Runcie*

Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

*[Signature]* 03/01/16  
Office of the General Counsel

FOR AGENCY

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_

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

-of-

Approved as to Legal Form:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
Witness

**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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of

Name of Person

, on behalf of the corporation/agency.

Name of Corporation or Agency

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:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

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

**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
EMERGENCY MEDICAL TECHNICIAN	

**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:

<b>Program Title</b>	<b>Required Ratio</b>
Allied Health Assisting Program	20:1
Patient Care Assistant Program	12:1
Practical Nursing Program	12:1
Nursing Assistant Program	12:1
Emergency Medical Technician	6:1

**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)

EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT ("BA AGREEMENT")

To the extent that the City of Pembroke Pines ("Covered Entity") discloses Protected Health Information to the School Board of Broward County, its employees, servants, agents, or volunteers while providing "ride time" services for Covered Entity, ("Business Associate") (Covered Entity and Business Associate are each a "party" and together are the "parties") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and the Florida Information Protection Act (section 501.171, Florida Statutes):

1. **Definitions**

(a) **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean the individual or entity identified above as the Business Associate.

(b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR Part 160.103, and in reference to the party to this BA Agreement, shall mean North Broward Hospital District d/b/a Broward Health.

(c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

(e) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the Florida Information Protection Act, section 501.171, Florida Statutes: "customer records," "personal information," and "third-party agent." All terms that may be defined in multiple laws, i.e. HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.

(f) A citation in this Agreement to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time.



2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by this BA Agreement, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by section 501.171, Florida Statutes.

(d) In accordance with 45 CFR Part 164.502(e)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

(e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.

(g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting

of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

(k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or Disclosure of Protected Health Information in violation of this BA Agreement.

(m) Business Associate agrees to indemnify, insure, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

(n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

(1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

(2) ensure that any agent or Subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and

(3) that all PHI or EPHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or EPHI; and

(4) that any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI -- either by revision of duties or termination -- shall be immediately reported to Covered Entity, or no later than the third business day after the personnel change becomes effective; and

(5) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2(c) of this BA Agreement.

(6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).

(o) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(q) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and the Florida Information Protection Act (section 501.171, Florida Statutes), as these laws may be amended from time to time. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

(1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same

manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

(3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material Breach or violation of the other party's obligation under the BA Agreement, the non-breaching party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

(s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy may be provided upon request by the Business Associate). Any use or disclosure permitted by this BA Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees to review and understand the HIPAA Rules as if applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

### **3. Permitted Uses and Disclosures of Protected Health Information by Business Associate**

#### **(a) General Use and Disclosure Provisions**

Except as otherwise limited in this BA Agreement, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions,

activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

(b) Specific Use and Disclosure Provisions

- (1) Business Associate may only Use or Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under any consulting agreement, service agreement or any other agreement with Covered Entity (collectively "Underlying Agreement"), provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.
- (2) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.
- (3) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:
  - (i) the Disclosure is required by law; or
  - (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (4) Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.
- (5) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR 164.514 (a)-(c).

(c) Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

4. Term, Survival and Termination

(a) Term

The term of this BA Agreement shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause

Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any Underlying Agreement with Business Associate if Business Associate does not cure the Breach or end the violation within 30 days.

(c) Effect of Termination

(1) Except as provided below in section 4(c)(2) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) If the Underlying Agreement authorizes Business Associate to Use or disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain Protected Health Information for such purposes after termination of the Underlying Agreement, Business Associate shall:

(i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or

Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;

(iv) not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BA Agreement, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival

Business Associate's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5. Interpretation and Amendment of this BA Agreement

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

6. No Third Party Rights/Independent Contractors

The parties to this BA Agreement do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

7. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

To Business Associate: 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 Covered Entity:

John R. Penick, Division Chief, Fire Rescue  
The City of Pembroke Pines Fire Rescue  
9500 Pines Boulevard, Building B  
Pembroke Pines, FL 33024

With a Copy to:

Charles F. Dodge, City Manager  
City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33026

And a Copy to:

Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Ft. Lauderdale, Florida 33308

8. **Florida Information Protection Act:** Business Associate agrees and understands that the services and/or goods provided under the BA consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Business Associate's possession are breached in the manner set forth in the Act, Business Associate shall immediately notify Broward Health as indicated herein, and Business Associate shall work with Broward Health as required by the Act to assist in any of the following actions:

a. Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Broward Health;

b. Provide notice to any and all consumers whose personal information has been breached;

c. Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;



d. Ensure that Business Associate's third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of Broward Health who experience a breach notify Broward Health immediately, and work with Business Associate and Broward Health as outlined in this section of the Addendum.

The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

## 9. Miscellaneous

(a) Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.

(b) Assignment of Rights and Delegation of Duties. This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

(c) Nature of Agreement. Nothing in this BA Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (ii) any fiduciary duty owed by one party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the parties.

(d) No Waiver. Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

(e) Equitable Relief. Any disclosure of misappropriation of PHI or e-PHI by Business Associate in violation of this BA Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

(f) Severability. The provisions of this BA Agreement shall be severable, and if any provision of this BA Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BA Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

(g) No Third Party Beneficiaries. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement nor imposing any obligations on either party hereto to persons not a party to this BA Agreement.

(h) Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this BA Agreement (if any) are inserted for convenience only, do not constitute a part of this BA Agreement, and shall not affect in any way the meaning or interpretation of this BA Agreement.

(i) Entire Agreement. This BA Agreement, together with all exhibits, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BA Agreement is in effect, constitutes the entire BA Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BA Agreement in any provisions of the exhibits, riders, or amendments, the provisions of this BA Agreement shall control.

(j) Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this BA Agreement shall prevail over the provisions of any other agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this BA Agreement or the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:

Business Associate:

City of Pembroke Pines

School Board of Broward County, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

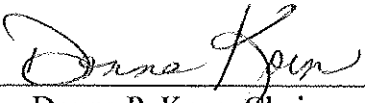
Date: \_\_\_\_\_

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

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By   
Donna P. Korn, Chair



Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

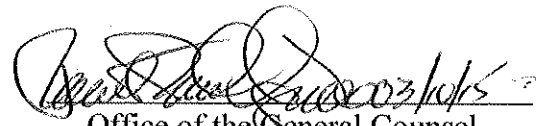
  
Office of the General Counsel

EXHIBIT "E"

CITY OF PEMBROKE PINES  
FIRE RESCUE DEPARTMENT  
HOLD HARMLESS AGREEMENT

IN CONSIDERATION of the permission I have been granted to accompany one or more agents of the Fire Rescue Department of the City of Pembroke Pines in the course of his or her duty. I, the undersigned, do by these presents release the City of Pembroke Pines and its Fire Rescue agents, public officials, servants and employees of the City of Pembroke Pines from any and all liability, claims, demands, actions and causes of action resulting from any and all damage to me or my property, injuries, illnesses, or my death arising out of or relating to any happening or occurrence while I am accompanying any agent of Pembroke Pines Fire Rescue on duty, or incidental thereto, and for the same consideration, I promise to release and forever hold each of them harmless from any such liability, claims, demands, illnesses, actions or causes of action.

The terms of this Agreement shall be in full force and effect on the date hereof and on any other occasion hereafter when I accompany City of Pembroke Pines agents or employees.

I have read and understand the conditions of this program as stated above, and hereby voluntarily assume all risks of loss, damage, injury or illnesses to me or my property, including death, which may be sustained while a passenger of the City vehicle or incidental to my accompanying one or more City of Pembroke Pines Fire Rescue agents or employees while on duty.

This Release and Agreement shall be binding upon me and my heirs, executors, administrator, personal representatives and assigns, and shall inure to the benefit of the said City, agents, public officials and nay person herein designated, and their heirs, executors administrators, personal representative, assigns and successors in office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

PARENT/GUARDIAN CONSENT

I am the parent or legal guardian of \_\_\_\_\_, a minor, and hereby approve and consent to the terms mentioned above. I affirm that I have the legal right to issue such consent.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 21<sup>st</sup> day of April 2015, 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

JOHN KNOX VILLAGE OF FLORIDA, INC.  
(hereinafter referred to as "Agency"),  
whose principal place of business is  
651 Village Drive  
Pompano Beach, Florida 33060

WITH ITS LICENSED NURSING HOME LOCATED AT:  
830 Lakeside Circle  
Pompano Beach, Florida 33060

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 the 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. Unless terminated earlier pursuant to Section 3.05 of this agreement, the term of this Agreement shall be for the period commencing on May 20<sup>th</sup>, 2015 and concluding on April 30<sup>th</sup>, 2018.

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 or 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 care.

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. If applicable, the Agency shall make the operating room suite available to Surgical Technology Students and central supply areas available to students participating in the program for clinical educational experiences. The Agency shall provide locker space for participating students who will be required to furnish their own locks.

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. The Agency shall be responsible at all times for patient care.

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. The provisions of this section shall survive the expiration or termination of this Agreement.

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.

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. The Agency maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the Agency if the Agency possesses sovereign immunity.

2.27 Criminal Background Check and Drug Screening.

All health science education students at Atlantic, McFatter and Sheridan Technical Colleges, 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.

2.28 Indemnification. 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. By John Knox Village of Florida, Inc., John Knox Village of Florida, Inc., agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by John Knox Village of Florida, Inc., its agents, servants or employees; the equipment of John Knox Village of Florida, Inc., its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of John Knox Village of Florida Inc., or the negligence of John Knox Village of Florida, Inc. agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by John Knox Village of Florida, Inc., SBBC or otherwise.


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:  ~~President, CEO~~  
Name of Agency  
651 Village Drive  
Address  
Pompano Beach, Florida 33060

WITHS ITS LICENSED NURSING HOME LOCATED AT:  
830 Lakeside Circle  
Pompano Beach, Florida 33060

### 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 (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. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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 Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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 the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, 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.

3.09 **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 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.

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

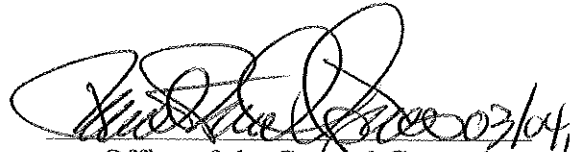
THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By   
Donna P. Korn, Chair

  
Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

John Knox Village of FL Inc

FOR AGENCY

(Corporate Seal)

*[Handwritten Signature]*

Name of Agency

*Gerald Stryker*

ATTEST:

By \_\_\_\_\_

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

-or-

*Marysue McDermott*  
Witness

*Gail Mc Lane*  
Witness

**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 19 day of

January, 20 15 by Gerald Stryker of \_\_\_\_\_  
Name of Person

John Knox Village of FL Inc, on behalf of the corporation/agency.  
Name of Corporation or Agency

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:

*Marysue McDermott*  
Signature -- Notary Public

*Mary Sue McDermott*  
Printed Name of Notary

(SEAL)

Notary's Commission No.  Notary Public State of Florida  
Mary Sue McDermott  
My Commission EE 112898  
Expires 07/17/2015

**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

**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:

<b>Program Title</b>	<b>Required Ratio</b>
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)



**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 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 laws, 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