

**FIRST AMENDMENT TO AFFILIATION AGREEMENT FOR HEALTH SCIENCE
EDUCATION**

THIS AMENDMENT TO AFFILIATION AGREEMENT (hereinafter referred to as "Amendment"), is effective as of this 1ST day of November, 2017, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter referred to as the "SBBC"), and **SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM** (hereinafter referred to as the "AGENCY").

RECITALS:

WHEREAS, on December 9, 2014, SBBC and Agency entered into an Affiliation Agreement to provide a clinical education experience to the students enrolled in the Health Science Education program; and

WHEREAS, SBBC and AGENCY desire to amend the Agreement in certain respects as stated below.

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

1. The term "AGENCY" as used in the Agreement is now defined as SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM.
2. The term of the Agreement hereby extended to October 31, 2020.
3. The following language hereby replace the Public Records Law clause of the Agreement:

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

SBBC must keep and maintain the public records required to perform the services required by the Agreement ("Memorial Records"). AGENCY will notify SBBC of any instance in which the disclosure or copies of SBBC's confidential information is requested by any party pursuant to Chapter 119 or if there is a request for Memorial Records not within AGENCY's possession. SBBC shall provide a copy of the requested Memorial Records or allow the Memorial Records to be inspected or copied within a reasonable



time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. If SBBC wishes AGENCY to deny the request for disclosure or copies or any part thereof, SBBC must reply to AGENCY as soon as reasonably possible but in no event later than eight (8) business days. Further, SBBC shall advise AGENCY of the legal basis for claiming the information should be withheld, and the specific section of the Florida Statutes that exempts this material from mandatory disclosure. If SBBC fails to respond as required under this Section, AGENCY may release the requested documents. If the party requesting the disclosure contests the legal basis for SBBC's withholding any of the documents, then SBBC will, at its sole cost, defend its position. The University of Cincinnati will be responsible for the acts and omissions of its employees and agents arising hereunder. The University maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the University and its employees, agents and volunteers, while acting on the University's behalf.

The following is required by Florida Statute § 119.0701:

During the term of the Agreement, and following completion of the Agreement if SBBC maintains Memorial Records, SBBC will not disclose exempt or confidential and exempt Memorial Records except as authorized or required by law. Following completion of Agreement, SBBC may either 1) transfer to AGENCY, at no cost, all Memorial Records in possession of SBBC, or 2) meet all applicable requirements for retaining such records. If SBBC transfers Memorial Records to AGENCY upon completion of the Agreement, then SBBC shall destroy any duplicate copies of Memorial Records that are exempt or confidential and exempt from disclosure. All Memorial Records stored electronically must be provided, upon request by AGENCY, in a format that is compatible with the information technology systems of AGENCY.

IF SBBC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 265-5933, MHSLEGAL@MHS.NET, AND MEMORIAL HEALTHCARE SYSTEM, ATTN: GENERAL COUNSEL, 3111 STIRLING ROAD, FT. LAUDERDALE, FL, 33312.

4. Amended Provisions. The parties hereby agree to amend the following provisions to the Agreement, by interlineation, at the end of each referenced paragraph, as follows:

a) Section 2.13: SBBC shall obtain written consent from the parent or student age 18 or over before disclosing any student information (including performance evaluations or related information) to Agency.

b) Section 2.14: Notwithstanding, the terms of this provision, Vendor shall not require participating students and faculty to execute the Confidentiality Statement



until after they have had the opportunity to view a videotape regarding Agency's patient information privacy practices in its entirety and have had an opportunity to ask questions regarding Agency's and School's privacy policies and procedures and privacy practices.

c) Section 2.20: SBBC shall obtain written consent form the parent or student age 18, or over before disclosing any student health information (including immunizations received and/or results) to Agency.

d) Section 2.27: SBBC shall obtain written consent form the parent or student age 18, or over before disclosing any student criminal background check and/or drug screening information (including results) to Agency.

5. Except as specifically provided above, all terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, SBBC and AGENCY have duly executed this Amendment on the date first written below:

SOUTH BROWARD HOSPITAL DISTRICT:

By: _____
Name: _____
Title: _____

Date: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: South Broward Hospital District d/b/a
Memorial Healthcare System - First Amendment to
Affiliation Agreement for Health Science Education
Date: 2017.07.17 11:31:53 -04'00'

Office of the General Counsel

