



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-09-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	I. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Office of School Performance & Accountability

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:

I-1.

TITLE:

First Amendment to Affiliation Agreement for Health Science Education between SBBC and Memorial Healthcare System

REQUESTED ACTION:

Approve the First Amendment to the Continuation Agreement between The School Board of Broward County, Florida and South Broward Hospital District D/B/A Memorial Healthcare System. The term of this agreement shall be from the date it is fully executed by both parties and shall conclude on October 31, 2020.

SUMMARY EXPLANATION AND BACKGROUND:

The purpose of this First Amendment to the Continuation Agreement between The School Board of Broward County, Florida and South Broward Hospital District D/B/A Memorial Healthcare System is to extend the term of the agreement to October 31, 2020 and replace the Public Records Law clause of the Agreement. This Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Amendment will be executed by Memorial Healthcare System 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) Summary Explanation and Background (2) Executive Summary (3) Amendment

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Valerie S. Wanza	Phone: 754-321-3838
Name: Robert B. Crawford	Phone: 754-321-5103

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Valerie S. Wanza - Chief School Performance & Accountability Officer

Signature

Valerie S. Wanza
8/21/2017, 9:16:43 AM

Approved in Open Board Meeting On: SEP 06 2017

By: Abby M. Freedman
School Board Chair

Summary Explanation and Background

In accordance with a School Board request, the Broward Technical Colleges administer surveys to aid in measuring the effectiveness of the clinical experience. These surveys are completed by students, Health Science Education teachers, and select staff of the facility. The results of the surveys are used to make recommendations for modifying clinical agreements that will strengthen the student's job-site experience and the overall Health Science Education Program. The results of these surveys indicated an overall rating of 95%.

EXECUTIVE SUMMARY

Below is an executive summary for the agreement between The School Board of Broward County, Florida and South Broward Hospital District D/B/A Memorial Healthcare System which supports the academic and personal enrichment of students in Broward County Public Schools

Grant Program	N/A
Status	Extend the term of the agreement between The School Board of Broward County, Florida and South Broward Hospital District D/B/A Memorial Healthcare System and replace the Public Records Law clause.
Funds Requested	N/A
Financial Impact Statement	There is no financial impact to the District.
Schools Included	Broward Technical Colleges and select high schools
Managing Department/School	Office of School Performance and Accountability
Source of Additional Information	Valerie S. Wanza, Ph.D. 754-321-3838 Robert B. Crawford 754-321-5103
Project Description	The purpose of this First Amendment to the Continuation Agreement between The School Board of Broward County, Florida and South Broward Hospital District D/B/A Memorial Healthcare System is to extend the term of the agreement to October 31, 2020 and replace the Public Records Law clause of the Agreement.
Evaluation Plan	Surveys to be completed by students, Health Science Education teachers and select staff of the facility to measure the effectiveness of the clinical experience.
Research Methodology	Curriculum Frameworks and Program of Study as delineated by the Florida Department of Education for program completion.

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 § 119.07(1):

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:

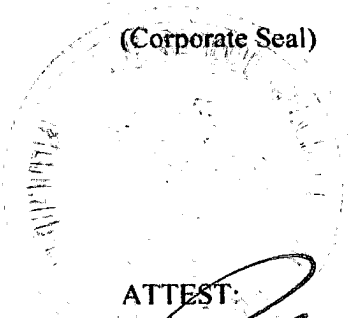
SOUTH BROWARD HOSPITAL DISTRICT:

By: *Aurelio M. Fernandez, III*
Name: Aurelio M. Fernandez, III
Title: CEO President and CEO

Date: 9/27/17

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)



ATTEST:
Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By *Abby M. Freedman*
Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@browardschools.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

