



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2017-12-05 10:05 - School Board Operational Meeting	<b>Special Order Request</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>ITEM No.:</b>	<b>AGENDA ITEM</b>	<b>Time</b>	
I-2.	ITEMS		
	<b>CATEGORY</b>		
	I. OFFICE OF THE SUPERINTENDENT		
	<b>DEPARTMENT</b>		
	Atlantic Tech College & Tech High Sch		
<b>TITLE:</b>		<b>Open Agenda</b>	
		<input type="radio"/> Yes <input checked="" type="radio"/> No	

Agreement between The School Board of Broward County, Florida and VIP Care Pavilion, LTD

**REQUESTED ACTION:**  
 Approve the New Agreement between The School Board of Broward County, Florida and VIP Care Pavilion, LTD. The term of this agreement shall be from the date it is fully executed by both parties and shall conclude on November 1, 2020.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 The School Board of Broward County, Florida partners with VIP Care Pavilion, LTD. to provide students who are enrolled in Health Science Education Programs at the Broward Technical Colleges and select high schools the opportunity to participate in clinical learning experiences. This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

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

**FINANCIAL IMPACT:**  
 There is no financial impact to the District.

**EXHIBITS: (List)**  
 (1) Summary Explanation and Background (2) VIP Care Pavilion LTD Exec Sum (3) VIP Care Pavilion

<p><b>BOARD ACTION:</b></p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">APPROVED</p> <p style="text-align: center; font-size: 10pt;">(For Official School Board Records Office Only)</p>	<p><b>SOURCE OF ADDITIONAL INFORMATION:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Name: Dr. Valerie S. Wanza</td> <td style="width: 30%;">Phone: 754-321-3838</td> </tr> <tr> <td>Name: Robert B. Crawford</td> <td>Phone: 754-321-5103</td> </tr> </table>	Name: Dr. Valerie S. Wanza	Phone: 754-321-3838	Name: Robert B. Crawford	Phone: 754-321-5103
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  
 11/6/2017, 1:35:17 PM

Electronic Signature  
 Form #4189 Revised 08/04/2017  
 RWR/ VSW/RBC:db

Approved In Open Board Meeting On: DEC 05 2017

By: *Nora Rupe*  
 School Board Chair

## Summary Explanation and Background

This districtwide agreement supports the instructional programs provided by Broward County Public Schools that are necessary to meet Florida Department of Education mandated student performance standards. This agreement also addresses the requirements of regulatory agencies for students to qualify for certification/licensure.

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 will be completed by students, Health Science Education teachers, and select staff of the facility. The results for 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.

### EXECUTIVE SUMMARY

Below is an executive summary for the agreement between The School Board of Broward County, Florida and VIP Care Pavilion, LTD. which supports the academic and personal enrichment of students in Broward County Public Schools.

Grant Program	N/A
Status	New clinical agreement
Funds Requested	N/A
Financial Impact Statement	There is no financial impact to the District.
Schools Included	Broward Technical Colleges
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	<p>The School Board of Broward County, Florida is partnering with VIP Care Pavilion, LTD. to have a contractual agreement which will provide internship experiences necessary to meet the Florida Department of Education student performance standards for Health Science Education programs. This agreement benefits students from the Broward Technical Colleges by allowing them the opportunity to apply content classroom theory to relevant clinical experiences at this facility. This agreement allows for Broward Technical Colleges students enrolled in a Health Science Education Program to benefit from the approval of this agreement.</p> <p>This agreement addresses the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.</p>
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.

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 5<sup>th</sup> day of December, 2017, 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

**VIP CARE PAVILION, LTD.**  
(hereinafter referred to as "VIP Care Pavilion, LTD.")  
whose principal place of business is  
6810 SW 7<sup>th</sup> Street  
Margate, Florida 33068

**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 VIP Care Pavilion, LTD. 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 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this agreement, the term of this Agreement shall begin on the date it is fully executed by both parties and conclude on November 1, 2020.

2.02 **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 VIP Care Pavilion, LTD.'s operations or VIP Care Pavilion, LTD.'s provision of health care services.

2.03 **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.

2.04 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with VIP Care Pavilion, LTD., by telephone at any given time during which students are on VIP Care Pavilion, LTD.'s premises without supervision by an instructor.

2.05 **Course Materials.** Upon request, SBBC shall provide VIP Care Pavilion, LTD. copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.06 **Educational Plan.** SBBC faculty will prepare an educational plan in conjunction with VIP Care Pavilion, LTD.'s staff prior to the placement of students with VIP Care Pavilion, LTD.. 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 VIP Care Pavilion, LTD.'s staff. VIP Care Pavilion, LTD., shall provide opportunities for participating students to observe and assist in various aspects of patient care. SBBC shall obtain written consent from the parent or student age 18 or over before disclosing any information from SBBC student education records to VIP Care Pavilion, LTD.

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

2.08 **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. VIP Care Pavilion, LTD. shall provide proof of its accreditation/licensure status to SBBC. VIP Care Pavilion, LTD. is hereby assets that it is fully accredited and licensed for the programs specified in **Exhibit C**.

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

2.10 **Faculty Orientation.** VIP Care Pavilion, LTD. shall provide an orientation for SBBC faculty prior to the commencement of the students' clinical educational experiences.

2.11 **Student Evaluation.** Upon the request of SBBC, VIP Care Pavilion, LTD. shall assist in the evaluation of student performance. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. VIP Care Pavilion, LTD. shall be responsible at all times for patient care. SBBC shall obtain written consent from the parent or student age 18 or over before disclosing any information from SBBC student education records to VIP Care Pavilion, LTD.

2.12 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of VIP Care Pavilion, LTD. and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of VIP Care Pavilion, LTD. After viewing the VIP Care Pavilion, LTD.'s training video, 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 on their first day at the facility. 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 VIP Care Pavilion, LTD. 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 VIP Care Pavilion, LTD. 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 VIP Care Pavilion, LTD. 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.

2.13 **Number of Assigned Students.** SBBC and VIP Care Pavilion, LTD. agree that the determination of the number of students to be assigned to VIP Care Pavilion, LTD. 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.

2.14 **Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on VIP Care Pavilion, LTD.'s premises.

2.15 **Students are Not VIP Care Pavilion, LTD.'s Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of VIP Care Pavilion, LTD. Students shall be considered employees, servants, agents or volunteers of SBBC.

2.16 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by VIP

Care Pavilion, LTD. as trainees and shall have no expectation of receiving compensation or future employment from either party. Students cannot receive gifts of any kind from clients or staff of VIP Care Pavilion, LTD. Any courtesy appointments to VIP Care Pavilion, LTD.'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.

2.17 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if VIP Care Pavilion, LTD. does not meet the professional educational requirements and standards of SBBC. VIP Care Pavilion, LTD. 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 VIP Care Pavilion, LTD. as determined by VIP Care Pavilion, LTD., following collaboration with SBBC personnel. VIP Care Pavilion, LTD. 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.

2.18 **Infectious Diseases and Student Immunizations.** SBBC shall advise students of the risk of infectious diseases and that VIP Care Pavilion, LTD. 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) Tetanus, Diphtheria, and Pertussis (TDaP) 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. SBBC shall obtain written consent from the parent or student age 18 or over before disclosing any student health information (including immunizations received and/or results) to VIP Care Pavilion, LTD.

2.19 **Personal Property.** VIP Care Pavilion, LTD. shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.20 **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 VIP Care Pavilion, LTD.'s premises. In no event shall VIP Care Pavilion, LTD. be financially or otherwise responsible for said medical care and treatment.

2.21 **Emergency Health Care Services.** VIP Care Pavilion, LTD. 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 VIP Care Pavilion, LTD.'s premises. At the time of providing such services, VIP Care Pavilion, LTD. shall accept assignment of the affected

individual's insurance policy. VIP Care Pavilion, LTD. shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.22 **Professional Liability Insurance Coverage.** SBBC shall provide VIP Care Pavilion, LTD. proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for each student. Students shall be required to be covered by their own health or accident insurance.

2.23 **VIP Care Pavilion, LTD. Insurance.** VIP Care Pavilion, LTD. shall maintain the following insurance throughout the term of this Agreement.

a. **General Liability.** Limits not less than \$250,000/\$750,000 per occurrence for Bodily Injury/Property Damage; \$250,000/\$750,000 General Aggregate. Limits not less than \$250,000/\$750,000 for Products/Completed Operations Aggregate.

2.24 **Inspection of VIP Care Pavilion, LTD.'s Records by SBBC.** VIP Care Pavilion, LTD. shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VIP Care Pavilion, LTD.'s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative. VIP Care Pavilion, LTD.'s Records subject to examination shall include, without limitation, any and all records and documents. To such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to the VIP Care Pavilion, LTD.'s Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of the Agreement. SBBC's agent or its authorized representative shall provide the VIP Care Pavilion, LTD. reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VIP Care Pavilion, LTD.'s facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VIP Care Pavilion, LTD. shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.25 **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: Principal  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To VIP Care Pavilion, LTD. : Administrator: Colton Management  
VIP Care Pavilion, LTD.  
6810 SW 7<sup>th</sup> Street  
Margate, Florida 33068

**2.26 Background Screening.** VIP Care Pavilion, LTD. agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VIP Care Pavilion, LTD. or its personnel providing any services under the conditions described in the previous sentence. VIP Care Pavilion, LTD. shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VIP Care Pavilion, LTD. and its personnel. The parties agree that the failure of VIP Care Pavilion, LTD. to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, VIP Care Pavilion, LTD. agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VIP Care Pavilion, LTD.'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VIP Care Pavilion, LTD. of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

### **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 SBBC Or VIP Care Pavilion, LTD. during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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 Agreement 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.** SBBC shall obtain written consent from the parent or student age 18 or over before disclosing any student personally identifiable information (including but not limited to educational plans, student evaluations, and student health information) to VIP Care Pavilion, LTD.. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

3.09 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, 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 A, B, C, and D attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

3.17 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

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

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

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

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

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

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

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

- a. **By SBBC.** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' 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 VIP Care Pavilion, LTD.** VIP Care Pavilion, LTD. 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 VIP Care Pavilion, LTD., its agents, servants or employees; the equipment of VIP Care Pavilion, LTD., its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VIP Care Pavilion, LTD. or the negligence of VIP Care Pavilion, LTD.'s 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 VIP Care Pavilion, LTD., SBBC or otherwise.

3.25 **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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**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Mona Peters  
, Chair

ATTEST:

Robert W. Runcie  
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: VIP Care Pavilion, LTD  
Date: 2017.10.17 14:51:29 -04'00'

Office of the General Counsel

**FOR VIP Care Pavilion, LTD.**

(Corporate Seal)

VIP Care Pavilion, LTD.

ATTEST:

By *[Handwritten Signature]*

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

*Deanna Peterson*  
Witness

*[Handwritten Signature]*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party 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 5th day of October, 2017 by Scott Colton of

VIP Care Pavilion, on behalf of the corporation/agency.

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

My Commission Expires: October 15, 2019



(SEAL)

*Courtney B. Reeder*  
Signature – Notary Public

Courtney B. Reeder  
Printed Name of Notary

FF927973  
Notary's Commission No.