

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, 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

SCOTT J ISRAEL, as SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "Broward Sheriff's Office Fire Rescue")
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

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 Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue 's operations or Broward Sheriff's Office Fire Rescue'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 Broward Sheriff's Office Fire Rescue by telephone at any given time during which students are on Broward Sheriff's Office Fire Rescue 's premises without supervision by an instructor.

2.05 **Course Materials.** Upon request, SBBC shall provide Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue 's staff prior to the placement of students with Broward Sheriff's Office Fire Rescue. 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 Broward Sheriff's Office Fire Rescue 's staff. Broward Sheriff's Office Fire Rescue, shall provide opportunities for participating students to observe and assist in various aspects of patient care. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes the results of an annual physical, all immunizations, drug screen and criminal background check) to Broward Sheriff's Office Fire Rescue.

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. Broward Sheriff's Office Fire Rescue shall provide proof of its accreditation/licensure status to SBBC within 15 business days of the date of this Agreement. Broward Sheriff's Office Fire Rescue 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.** Broward Sheriff's Office Fire Rescue 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, Broward Sheriff's Office Fire Rescue shall assist in the overall evaluation of student performance at the clinical site. This evaluation includes employability criteria as well as the demonstration of actual hands-on skills. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. Broward Sheriff's Office Fire Rescue shall be responsible at all times for patient care. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes the results of an annual physical, all immunizations, drug screen and criminal background check) to Broward Sheriff's Office Fire Rescue.

2.12 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of Broward Sheriff's Office Fire Rescue and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of Broward Sheriff's Office Fire Rescue. After viewing the Broward Sheriff's Office Fire Rescue'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 Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue agree that the determination of the number of students to be assigned to Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue's premises.

2.15 **Students are Not Broward Sheriff's Office Fire Rescue 's Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of Broward Sheriff's Office Fire Rescue.

2.16 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue. Any courtesy appointments to Broward Sheriff's Office Fire Rescue '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 Broward Sheriff's Office Fire Rescue does not meet the professional educational requirements and standards of SBBC. Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue as determined by Broward Sheriff's Office Fire Rescue, following collaboration with SBBC personnel. Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue 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 of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes the results of an annual physical, all immunizations, drug screen and criminal background check) to Broward Sheriff's Office Fire Rescue.

2.19 **Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, the parties shall

:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20

U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of a student or a student age 18 or older provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and provide same list of employees to the respective party upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the student's records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify each other of immediately upon discovery of a breach of confidentiality of education records by telephone and email. To notify SBBC under this provision at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; To notify the Broward Sheriff's Office under this provision at 954-831-8254, Tammy_Nugent@sheriff.org, and fax number 954-831-8265. Both parties shall take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, Section 501.171, Florida Statutes;

7) fully cooperate with appropriate each other's Staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at their own cost, any and all required breach notifications, under federal and Florida Law, , including, but not limited to Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide the other party with the name and contact information of its employee who shall serve as each party's primary security contact and shall be available to assist each other as a contact in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once that media is no longer in use by termination of this Agreement or by disuse and/or disposal of the

equipment; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix), subject to any public records retention schedules.

(b) Subject to Florida public records laws, all education records shall remain the property of the SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

2.20 **Personal Property.** Broward Sheriff's Office Fire Rescue shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.21 **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 Broward Sheriff's Office Fire Rescue 's premises. In no event shall Broward Sheriff's Office Fire Rescue be financially or otherwise responsible for said medical care and treatment.

2.22 **Emergency Health Care Services.** Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue 's premises. At the time of providing such services, Broward Sheriff's Office Fire Rescue shall accept assignment of the affected individual's insurance policy. Broward Sheriff's Office Fire Rescue shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.23 **Professional Liability Insurance Coverage.** SBBC shall provide Broward Sheriff's Office Fire Rescue 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.

2.24 **Broward Sheriff's Office Fire Rescue Insurance.** Broward Sheriff's Office Fire Rescue is self-insured for its benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the Broward Sheriff's Office.

2.25 **Inspection of Records**

(a) Broward Sheriff's Office Fire Rescue shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of Broward Sheriff's Office Fire Rescue '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. Broward Sheriff's Office Fire Rescue '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 Broward Sheriff's Office Fire Rescue '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 Broward Sheriff's Office Fire Rescue 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 Broward Sheriff's Office Fire Rescue '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. Broward Sheriff's Office Fire Rescue 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 related to documents pertaining to this Agreement.

(b) SBBC shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of SBBC 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 the Broward Sheriff's Office's agent or its authorized representative. SBBC's Records subject to examination shall include, without limitation, any and all records and documents. To such audits, inspections, examinations, evaluations and/or reproductions, the Broward Sheriff's Office's agent or authorized representative shall have access to the SBBC'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. The Broward Sheriff's Office's agent or its authorized representative shall provide the SBBC reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. The Broward Sheriff's Office's agent or its authorized representative shall have access to the SBBC 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. SBBC 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 related to documents pertaining to this Agreement.

2.26 **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
The School Board of Broward County, Florida
4700 Coconut Creek Parkway
Coconut Creek, Florida 33063

To Broward Sheriff's Office Fire Rescue:
Administrator: Division Chief Tammy Nugent
601 West Broward Boulevard
Fort Lauderdale, Florida 33312

2.27 **Background Screening.** . . All students participating under this Agreement must take and successfully pass a criminal background check and a ten panel drug screening test. SBBC shall bear the cost of acquiring this background screening.

2.28 **Criminal Background Check And Drug Screening.** All health science education students at SBBC 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 employment 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. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student regarding the results of criminal background check and drug screening (which includes educational plan, student evaluation, the results of an annual physical, all immunizations, drug screen and criminal background check) to Town of Davie.

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 Broward Sheriff's Office Fire Rescue or SBBC 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 Broward Sheriff's Office Fire Rescue 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. Neither party shall have no liability for any property left on each other's respective property by any party to this Agreement after the termination of this Agreement. Both parties agree that any of their respective property placed upon each other'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 the other party's facilities after that time shall be deemed to be abandoned, title to such property shall pass to the other party and that party may use or dispose of such property as it 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 **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.

3.09 **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.

3.10 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **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.

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

3.13 **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.

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

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **Survival**. All representations and warranties made herein, , 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.

3.22 **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.

3.23. **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 Broward Sheriff's Office Fire Rescue. Broward Sheriff's Office Fire Rescue 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.
- (c) Required Hold Harmless Agreement: All faculty and students participating in the program shall execute a release, hold harmless agreement attached hereto and marked as **Exhibit E** prior to the commencement of their participation in this program.

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

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

(THIS SPACE INTENTIONALLY LEFT BLANK)

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Scott J Israel, as Sheriff of Broward County, Florida
Date: 2018.02.12 10:36:13 -05'00'

Office of the General Counsel

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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of

Name of Person

_____, on behalf of The School Board of Broward County, Florida 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.

FOR BROWARD SHERIFF'S OFFICE FIRE RESCUE

Scott J. Israel, as Sheriff of
Broward County, Florida

By 
Chief Joseph R. Fernandez, Fire Chief

**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 15th day of
February, 2018 by Joseph R. Fernandez
Name of Person
of Broward Sheriff's Office Fire Rescue on behalf of the corporation /
Name of Corporation or Broward Sheriff's Office Fire Rescue

Broward Sheriff's Office Fire Rescue. He is personally known to me or produced
as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:

(SEAL)

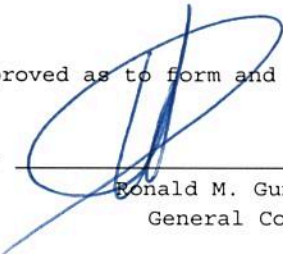



Signature - Notary Public

anne catherine pastor
Printed Name of Notary

GG118574
Notary's Commission No.

Approved as to form and legal sufficiency subject to execution by the parties:

By: 
Ronald M. Gunzburger
General Counsel

Date: 02/14/18

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 CENTRAL STERILE PROCESSING TECHNOLOGY DENTAL ASSISTING TECHNOLOGY AND MANAGEMENT (ATD) DENTAL LABORATORY TECHNOLOGY ELECTROCARDIOGRAPH AIDE ELECTROCARDIOGRAPH TECHNOLOGY EMERGENCY MEDICAL TECHNICIAN EMERGENCY MEDICAL RESPONDER HEALTH UNIT COORDINATOR/MONITOR TECHNICIAN HEMODIALYSIS TECHNICIAN HOME HEALTH AIDE MASSAGE THERAPY MEDICAL ASSISTING	MEDICAL CODER/BILLER (ATD) MEDICAL RECORD TRANSCRIBING MENTAL HEALTH TECHNICIAN NURSING ASSISTANT (Acute and Long-Term Care) OPTOMETRIC ASSISTING ORTHOPEDIC TECHNOLOGY PATIENT CARE TECHNICIAN PHARMACY TECHNICIAN (ATD) PHLEBOTOMY PRACTICAL NURSING SURGICAL TECHNOLOGY
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EXHIBIT B

Maintain the following student-teacher ratio for:

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

EXHIBIT C

The following program maintains approval/accreditation status:

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

EXHIBIT D

CONFIDENTIALITY STATEMENT

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

**EXHIBIT E
BROWARD SHERIFF'S OFFICE
ACADEMIC INTERN
HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

I, _____, am an Academic Intern, being 18 years of age or older, do hereby request permission from the Broward Sheriff's Office (hereinafter referred to as "BSO") to participate in the BSO Internship Program (hereinafter referred to as the "Internship"), which includes, but is not limited to, riding in a BSO vehicle as an observer and working in conjunction with BSO personnel in multiple functions throughout the agency. I understand and acknowledge that BSO, in its sole discretion, may terminate my participation in the Internship upon verbal or written notice to me. Upon receipt of such notice, I will immediately cease any and all activities associated with the Internship and return to BSO any identification badge(s) and access card(s).

If permission is granted, I will obey all instructions, orders and commands given to me by any BSO employee during my participation in the Internship. I understand that such instructions, orders, and commands will be for my safety and protection.

I am fully aware of and appreciate the fact that, as an Academic Intern with BSO, I may experience or encounter many dangers including, but not limited to, vehicle accidents, altercations with dangerous individuals, and blood-borne/air-borne pathogens. I fully realize and appreciate the fact that such dangers may result in physical harm, injury, or death to me.

I, on behalf of myself, my heirs, executors and administrators, voluntarily accept any and all risks associated with my participation in the Internship, and agree to hold harmless and indemnify BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers and servants from any claim, cause of action, or lawsuit resulting from personal injury or property damage to myself or others during my participation in the Internship **including any claim, cause of action or lawsuit based on negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants.**

I, the undersigned, intending to be legally bound hereby, for myself, my heirs, executors, and administrators, waive and release any and all rights and claims for losses and damages including, but not limited to, personal injury and property damage, that exist, now or in the future, against BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers and servants resulting, either directly or indirectly, from my participation in the Internship **including any claim, cause of action or lawsuit based on negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants.**

I understand that this Hold Harmless and Indemnity Agreement includes any and all claims based on the negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants and covers bodily injury and property damage, whether suffered by myself or another person.

The parties recognize that in order to simplify the paperwork associated with each detail, ride along, function, special event, or trip associated with the Internship, this Hold Harmless/Indemnification Agreement shall be applicable to all Internship activities.

It is further agreed that as an Academic Intern, I will not carry a firearm or any other weapon while performing my tasks/assignments as an Academic Intern.

I will keep in strict confidence all confidential information of BSO and its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of BSO or any patient of BSO, as applicable. I will comply with any applicable state or federal laws and regulations

concerning patient confidentiality or protected health information. Unauthorized disclosure of confidential information, patient information or protected health information shall constitute cause for the immediate termination of the Internship.

I understand that in the course of my internship experience I may have access to and be involved in the processing of verbal, written, computer generated, computer accessed, or recorded information related to BSO business. I hereby acknowledge that any information viewed, received, obtained, developed or generated pursuant to the projects assigned may be confidential and sensitive and may be used in ongoing or future litigation or policy development. I understand that I am required to maintain confidentiality of this direct or indirect information at all times, both during and after my internship experience. I understand that I will not share, discuss, or reveal any of this information with anyone without the prior written approval of an authorized representative from BSO. Authorized representatives of BSO include the Sheriff of Broward County, BSO Command or their designee, and the BSO General Counsel.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advise of their own legal representative, who is an attorney of their choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and are voluntarily accepted. In the event of litigation in connection with or concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorney's fees.

Printed Name of BSO Academic Intern

Signature of BSO Academic Intern

Street Address

City

State

Zip Code

Phone

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ who is personally known to me or who has produced
_____ as identification.

Notary Public

Typed/Printed Name of Notary