



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-08-07 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	Coordinated Student Health Services

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.:
F-2.

TITLE:
Agreement between Healthy Schools, LLC and The School Board of Broward County, Florida

REQUESTED ACTION:
Approve the agreement with Healthy Schools, LLC and The School Board of Broward County, Florida (SBBC) to improve student health and reduce absenteeism, by providing health related services (e.g. vaccination programs and adolescent wellness checks (physical) from Healthy Schools.

SUMMARY EXPLANATION AND BACKGROUND:
According to the Center for Disease Control (CDC), influenza (flu) is more dangerous than the common cold for children. Children with chronic health conditions are especially at high risk of developing serious complications from the flu which can result in hospitalization or death. Healthy Schools, LLC through its licensed health care workers, will provide vaccination services, including the influenza vaccine, TDAP vaccine at NO cost to students in SBBC with written parental/guardian consent. Healthy Schools, LLC will perform comprehensive child health check-ups (physical) for students (ages 12-19) who have not had a physical in 12 months or more and are Medicaid eligible at NO cost with written parental/guardian consent.
See Supporting Docs for continuation of Summary Explanation and Background.
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) Continuation of Summary Explanation (2) Healthy Schools LLC Agreement (3) Exhibit 1 Seasonal Flu Shot Vaccine Consent Form (4) Exhibit 2 2018 Tdap Vaccine Consent Form (5) Exhibit 3 2018 Well Visit Health Questionnaire (6) Exhibit 4 Healthy Schools HIPAA Business Associate Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Michaelle Valbrun-Pope, Chief Stu Sup In O	Phone: 754-321-1660
Name: Marcia Bynoe, Director	Phone: 754-321-1575

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Michaelle Valbrun-Pope - Chief Student Support Initiatives Officer

Signature
Mickey Valbrun-Pope
7/31/2018, 4:50:15 PM

Approved In Open Board Meeting On: AUG 07 2018
By: *Nora Rupert*
School Board Chair

F-2. Continuation of Healthy Schools, LLC Agreement with The School Board of Broward County, Florida

Continuation of Summary Explanation and Background

The In-School Vaccination Program and child health check-ups (physical) is an effective way to provide students with access to being vaccinated and promote healthy lifestyles thus reducing absenteeism.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 7th day of August, 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

HEALTHY SCHOOLS, LLC
(hereinafter referred to as "Healthy Schools"),
whose principal place of business is
3546 St. Johns Bluff S, Unit 113, Jacksonville, FL 32224

WHEREAS, as part of an initiative to improve public health, student health and reduce absenteeism, SBBC desires to obtain certain health-related services (e.g. vaccination programs, adolescent wellness checks (physicals), from Healthy Schools;

WHEREAS, Healthy Schools desires to provide the Services subject to the terms of this Agreement;

WHEREAS, Healthy Schools, through its licensed healthcare workers, provides vaccination services, including the influenza vaccine, TDAP vaccine at no cost to students in SBBC;

WHEREAS, Healthy Schools, perform comprehensive child health check ups (physical) for students (ages 12-19) who have not had a physical in 12 months or more and are Medicaid eligible at no cost; and

WHEREAS, The School Board of Broward County (SBBC) wishes to engage the services of Healthy Schools to provide licensed healthcare workers, support staff and supplies to administer the vaccinations to SBBC students and conduct physicals for students with written parental/guardian consent.

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 commence upon the execution of all parties and conclude on August 7, 2019.

2.02 **Healthy Schools Services to be Provided.** Healthy Schools agrees, during the term, to perform the following obligations:

Vaccination Program. As part of an initiative to improve public health and ensure that recommended vaccinations are available to all school-age children and school staff, the parties have entered into this Agreement. Healthy Schools, through its licensed healthcare workers, provides vaccination services, including the vaccine. SBBC wishes to engage the services of Healthy Schools to provide licensed healthcare workers, support staff, and supplies to administer the vaccine to SBBC's students, as described in this Schedule (the "**Vaccination Program**"). The following vaccinations shall be provided in connection with this Schedule: Influenza, TDAP.

Healthy Schools Obligations.

- a. **Supplies.** Healthy Schools will supply all needed medical supplies, including syringes, needles, isopropyl alcohol, gloves, band aids and sharps biohazard containers for proper disposal.
- b. **Vaccine.** Healthy Schools will supply the vaccine as identified by the CDC as appropriate for that treatment year. At all times, Healthy Schools will have exclusive ownership and control over its vaccine supply.
- c. **Vaccine Control.** Healthy Schools will transport, store and handle the vaccine in accordance with the Vaccine Storage and Handling Recommendations promulgated by the Department of Health and Human Services (DHHS) and CDC and Prevention Recommendations for Storage and Handling of Selected Biologicals. Healthy Schools shall handle the vaccine in accordance with the package insert provided with the vaccine including compliance with cold chain requirements at vaccination sites.
- d. **Information Sheet.** Healthy Schools will provide a current Vaccine Information Sheet to each individual before vaccination and answer questions about the benefits and risks of vaccination for all individuals or their guardians.
- e. **Administration of Vaccine.** Healthy Schools will administer the vaccine according to the recommendations and guidance issued by the CDC and vaccine manufacturer.
- f. **Records.** Healthy Schools will keep a record of the administration by individual student name, date, site, vaccine type and lot number, and name of immunization provider for the vaccines it administers. Healthy Schools will record the administration of the vaccine into its cloud Services and make such records available for access by SBBC. Healthy Schools will also maintain records of the informed and express consent to treatment form (see exhibits) 2018 – 2019 Seasonal Flu Shot (IIV*) Vaccine Consent Form (**Exhibit 1**) and

2018 Tdap Vaccine Consent Form (**Exhibit 2**) for each individual that has received services. Records must be kept for a minimum of three years following vaccination.

- g. Publicity. Healthy Schools will obtain the approval of Coordinated Student Health Services department prior to distributing any documents, consent forms, announcements, emails, advertising posters or documents regarding any vaccination event or any document indicating the approval by or involvement with SBBC. Healthy Schools shall also provide its contact information for the use of parents and/or guardians.
- h. No Re-Use. Healthy Schools acknowledges that vaccines, syringes, or needles cannot be reused.
- i. Licensure Required. Healthy Schools healthcare professionals that administer vaccinations must be licensed in the relevant state.
- j. Background Screening. Healthy Schools will comply with all applicable laws and regulations, including those relating to background screenings for all Healthy Schools staff at Healthy Schools's cost.
- k. Eligibility. Healthy Schools will only administer vaccines to individuals who present a signed informed and express consent to treatment form. Minors must have said consent form signed by their custodial parent or legal guardian including any information regarding third party payor coverage. Healthy Schools will provide vaccinations to individuals in accordance with CDC guidelines and accepted standards of medical practice. Individuals will not be refused due to lack of insurance or inability to pay an administrative fee under Florida's Vaccines for Children Program.
- l. No Fees. Healthy Schools will perform and provide the Vaccination Program at no cost to SBBC. Healthy Schools may contact and bill any appropriate third-party payer, including, but not limited to commercial insurance carriers or Medicaid as identified on the informed and express consent to treatment form.

Comprehensive Health Child Check Up (CHCU) Program: As part of an initiative to improve public health, Healthy Schools, through its licensed healthcare workers, provides a comprehensive child health checkup ("CHCU"), which includes a complete physical examination, BMI measurement, nutritional and physical activity, counseling, screening for diabetes, and screening for sexually transmitted infection (the "CHCU Program") at agreed upon locations. The parties will reasonably cooperate with each other in the conduct of the CHCU Program.

Healthy Schools Obligations.

- a. Medicaid Provider. Healthy Schools will be a fully credentialed Medicaid provider as a managed care provider.
- b. Supplies. Healthy Schools will supply all needed medical supplies, including syringes, needles, isopropyl alcohol, gloves, band aids and sharps biohazard containers for proper disposal.

- c. **Information Sheet.** Healthy Schools will provide a current information sheet to each individual or their guardian and answer questions about the benefits and risks of certain detected conditions or subjects as determined by Healthy Schools for specific individuals and their guardians. The information sheet will contain, as appropriate, the following information:
- Dental Care
 - Optical Care
 - Nutrition and Physical Activity
 - STD referral information to students who are sexually active following screening.
- d. **Administration of Examination.** Healthy Schools will administer the annual physical examination according to recommendations and guidance issued by the NCQA HEDIS 2017 Technical Specification, including the following:
- Comprehensive child examination
 - Screening for STDs
 - BMI
 - Nutritional and physical activity information and review
- e. **Records.** Healthy Schools will keep a record of the administration by individual student name, date, site, and all referrals. Healthy Schools will record the administration of the examination in medical records as required by statute and state Medicaid requirements. Healthy Schools will assist the student's Health Plan in providing all pertinent medical data to the student's designated primary care provider.
- f. **Publicity.** Healthy Schools will obtain the approval of Coordinated Student Health Services department prior to distributing any documents, consent forms, announcements, emails, advertising posters or documents regarding any vaccination event or any document indicating the approval by or involvement with Customer. Healthy Schools shall also provide its contact information for the use of parents and/or guardians.
- g. **No Re-Use.** Healthy Schools acknowledges that syringes or needles cannot be reused.
- h. **Licensure Required.** Healthy Schools healthcare professionals that administer vaccinations must be licensed in the relevant state.
- i. **Background Screening.** Healthy Schools will comply with all applicable laws and regulations, including those relating to background screenings for all Healthy Schools staff at Healthy Schools's cost.
- j. **Digital Platform.** Healthy Schools will provide its cloud Services for parent outreach, parent sign up and clinic management.

- k. **Eligibility.** Healthy Schools will only conduct examinations for students who are:
- Medicaid recipients;
 - Clients of a Medicaid managed care group in the applicable state, that has credentialed Healthy Schools to provide services for this student;
 - Not otherwise assigned to a designated Medicaid managed care provider responsible for the annual physical examination of the student; and
 - Has presented a signed informed and express consent to treatment form.
- l. **Consent.** The informed and express consent to treatment form will be agreed upon by the parties. No less than one month prior to the scheduled examination date, Healthy Schools will provide a sufficient number of copies of the form and the Information Sheet referenced above to SBBC for distribution to students and guardians. Because the students are minors, each student must have their parent or guardian execute the form on their behalf and verify the third party payor, Medicaid Managed Care Group, coverage for the student.
- m. **No Fees.** Healthy Schools will perform and provide the Vaccination Program at no cost to SBBC. Healthy Schools may contact and bill any appropriate third-party payer, including, but not limited to commercial insurance carriers or Medicaid as identified on the informed and express consent to treatment form.

2.03 **SBBC Performance.** SBBC agrees , during the term, to perform the following obligations:

- a. Send Healthy Schools consent form to parents at the beginning of the school year and throughout the school year with information on the Healthy Schools services for vaccination and physicals, to notify parents/ guardians of their right to consent to their child receiving these services, if eligible;
- b. Provide a list of students, who qualify with eligibility to participate in getting comprehensive child health check up and vaccinations;
- c. Provide a list of students, with written parental/guardian consent for vaccination(s) and comprehensive child health check up;
- d. Send Healthy Schools consent forms/printed materials to schools to be sent home to parents for vaccinations;
- e. Instruct participating schools on procedures for processing consent forms signed and returned by parents/guardians of students who wish to participate for services;
- f. Provide site locations for vaccine administration and comprehensive child health check up;
- g. Locations for vaccine administration shall be determined by SBBC principal/designee;

- h. Coordinate date and time with the principal/designee for the services at school site;
- i. The facilities shall be used by the Provider, its staff, as designated by the principal/designee as a point of distribution for dispensing the vaccinations and/or comprehensive child health check up;
- j. Student access to students with parental/guardian written consent will be granted to the Provider by SBBC principal/ designee for the vaccination administration and/or adolescent wellness checks; and
- k. Provide a designated person at each school to ensure consent forms are collected and to bring the children from their class to the clinic location.

2.04 SBBC Disclosure of Education Records.

- a) SBBC shall provide Healthy Schools, LLC, licensed healthcare providers the records listed in (b) for the licensed healthcare provider to provide vaccination services and comprehensive child health check ups (ages 12-19) (school physicals) for students with written parental/guardian consent.
- b) SBBC shall provide Healthy Schools, LLC, licensed healthcare providers with personally identifiable student medical information, demographics and contact information, as included on the following consent forms which are signed by the parent/guardian:
 - 1. 2018 – 2019 Seasonal Flu Shot (IIV*) Vaccine Consent Form (**Exhibit 1**)
 - 2. 2018 Tdap Vaccine Consent Form (**Exhibit 2**)
 - 3. 2018 Well Visit Health Questionnaire Teens/Adolescents (**Exhibit 3**)
- c) SBBC will obtain written consent from each student’s parent/guardian or student age 18 or older prior to disclosing education records listed in 2.04(b) to Healthy Schools.

2.05 Healthy Schools Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, Healthy Schools 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 redisclose same except as required by this Agreement or as required or permitted by law unless the parent

of each student or a student age 18 or older whose education records are to be shared 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 shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards designed to ensure that adequate controls are in place to protect the education 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 SBBC promptly upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC 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 its own cost, any and all required breach notifications, to the extent resulting from Healthy Schools breach of security or confidentiality with regard to student records, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) to the extent resulting from Healthy Schools breach of security or confidentiality with regard to student records, be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

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

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of 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.

(c) Healthy Schools shall, 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 third party 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 Section 2.05 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 2.05 or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement. The indemnitees shall: (i) give Healthy Schools prompt written notice of any such claim; and (ii) allow Healthy Schools sole control, and fully cooperate with Healthy Schools (at Healthy School's sole expense), of the defense and all related negotiations. Healthy Schools shall not enter into any stipulated judgment or settlement that purports to bind the indemnitees without their express written authorization, which shall not be unreasonably withheld or delayed.

2.06 HIPAA COMPLIANCE. Healthy Schools acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Exhibit 4**. PHI may be used and disclosed only in compliance with HIPAA.

2.07 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: Marcia Bynoe, Director
Coordinated Student Health Services
The School Board of Broward County, Florida
1400 NW 14 Court, Fort Lauderdale, FL 33311

To Healthy Schools: Tony Boselli, President
3546 St. Johns Bluff S Unit 113, Jacksonville, FL 32224

With a Copy to:

Joe Palmiotto
104 West 40th Street, Suite 1030, New York, NY 10018

2.08 **Background Screening.** *Healthy Schools* shall 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 *Healthy Schools* or its personnel providing any services under the conditions described in the previous sentence. *Healthy Schools* 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 *Healthy Schools* and its personnel. The parties agree that the failure of *Healthy Schools* 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. *Healthy Schools* 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 *Healthy Schools*'s failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. *Healthy Schools* shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, *Healthy Schools* shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. *Healthy Schools* shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if *Healthy Schools* does not transfer the public records to SBBC. Upon completion of the Agreement, *Healthy Schools* shall transfer, at no cost, to SBBC all public records in possession of *Healthy Schools* or keep and maintain public records required by SBBC to perform the services required under the Agreement. If *Healthy Schools* transfers all public records to SBBC upon completion of the Agreement, *Healthy Schools* shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If *Healthy Schools* keeps and maintains public records upon completion of the Agreement, *Healthy Schools* shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **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 Healthy Schools: *Healthy Schools* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, and court costs to the extent arising from medical malpractice claims arising from the Services. The indemnified party shall: (i) give Business Associate prompt written notice of any such claim; and (ii) allow Business Associate sole control, and fully cooperate with Business Associate (at Business Associate's sole expense), of the defense and all related negotiations. Business Associate shall not enter into any stipulated judgment or settlement that purports to bind the indemnified parties without their express written authorization, which shall not be unreasonably withheld or delayed.

(c) EXCEPT FOR HEALTHY SCHOOLS' EXPRESS INDEMNITY OBLIGATIONS HEREUNDER, MEDICAL MALPRACTICE, OR VIOLATION OF APPLICABLE LAW, HEALTHY SCHOOLS SHALL NOT BE LIABLE TO SBBC OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND HEALTHY SCHOOL'S AGGREGATE LIABILITY HEREUNDER FOR ALL OTHER DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

2.11 **Insurance Requirements.** Healthy Schools shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Healthy Schools shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Healthy Schools shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Healthy Schools shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. *Healthy Schools* shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by *Healthy Schools* to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit *Healthy Schools* to remedy any deficiencies. *Healthy Schools* must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. *Healthy Schools* is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 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.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibits 1, 2, 3 and 4 are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 Agreement.

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 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **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.

3.08 **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 or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **Assignment.** Neither this Agreement nor 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. Notwithstanding the foregoing, Business Associate may assign this Agreement to an affiliate or to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its business.

3.12 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

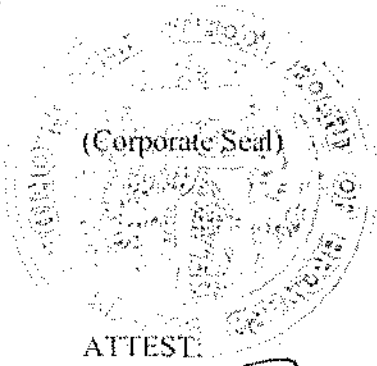
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

ATTEST:

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

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Nora Rupert*
Nora Rupert, Chair

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn
Jacques-Adams, Esq. -
kathelyn.jacques-
adams@gbrowardschools.com
Reason: Healthy Schools, LLC
Date: 2018.07.30 10:11:13 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR HEALTHY SCHOOLS:

(Corporate Seal)

Healthy Schools, LLC

ATTEST:

[Signature]
Secretary

By Don (Tony) A. Bozelli Jr

-or-

[Signature]
Witness

[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 New Mexico

COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 25th day of July, 2018 by Don A. Bozelli Jr. of

Healthy Schools, LLC Name of Person
Healthy Schools, LLC Name of Corporation or Agency, on behalf of the corporation/agency.

He/She is personally known to me or produced Florida Driver's License as identification and did/did not first take an oath. Type of Identification

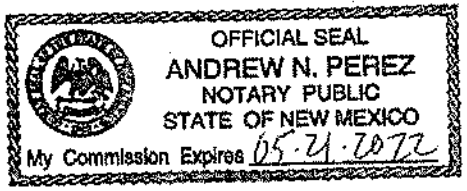
My Commission Expires:
05.21.2022

[Signature]
Signature - Notary Public

Andrew N. Perez
Printed Name of Notary

(SEAL)

05.21.2022
Notary's Commission No.





2018-2019 Seasonal Flu Shot (IIV*) Vaccine Consent Form



Sign your child up for a no-cost vaccination offered during school hours.

PLEASE PRINT

Full, Legal Name of Student (First Name, Middle Initial, Last Name)			Name of School			
Parent/Guardian Name (First Name, Middle Initial, Last Name)		Relationship to Student	E-mail Address			
Address		Grade	Homeroom	Birth Date (month/date/year)	Age	Sex
City		Zip Code	Home Phone Number	Cell Phone Number		
Demographic Information: (Circle one) White American Indian/Native Alaskan Black Asian Hispanic Other						

Please fill out the following questions pertaining to your child's Health Insurance:

Circle one: Insurance Medicaid (example: AmeriGroup, Wellcare, Integral, Prestige, Humana, Sunshine, BetterHealth)

Insurance Company: _____ Member ID: _____

Policy Holder's Name: _____ Policy Holder's Date of Birth: _____

The current health care laws require us to bill your insurance company for the vaccine. You will not be billed, and there will be no co-pay, deductible or out-of-pocket expense for the services provided. MY CHILD DOES NOT HAVE HEALTH INSURANCE

QUESTIONS: Check YES or NO for each question.

<input type="checkbox"/> Yes <input type="checkbox"/> No	Is your child 4 years or older?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do any of the following apply to your child? (If you answer YES, your child cannot receive a Flu Vaccine at school, please contact your child's doctor) <ul style="list-style-type: none"> Allergy to chicken eggs or egg products Life threatening reaction(s) to flu vaccine in the past Allergy to Latex Has had Guillain-Barre syndrome (very rare)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do any of the below apply to your child? Has long-term health problems with weakened immune system, heart disease, lung disease (e.g. cystic fibrosis), liver disease, kidney disease, or metabolic disorders (e.g. diabetes) or blood disorders (e.g. sickle disease or thalassemia)

If you have any health questions, please contact your child's pediatrician or call Healthy Schools LLC at 1-800-566-0596 to speak to a nurse.

Disclosure of SBBC Student Information:
I hereby give consent for SBBC to provide all of the information on this consent form (including medical information, demographics and contact information) to Healthy Schools for licensed healthcare providers to administer vaccination services to my child.

I have received, read, and understand the CDC Vaccine Information Statement for the Inactivated Influenza Vaccine (IIV). I have read these documents and understand the risk and benefits of the IIV vaccine. I give permission to Healthy Schools and their administrators to give my child the vaccine in my absence, to communicate with other healthcare providers, as needed, and for data entry, billing and storage according to Florida Department of Health policies, to assure optimal healthcare for my child. I hereby release Healthy Schools from any and all liability associated with the administration and potential side effects of the vaccine. I understand that by virtue of the services provided by Healthy Schools, my child and Healthy Schools will be creating a provider-patient relationship. By providing my cell phone I understand that I may be contacted at that number, including text messages, with information regarding Healthy School's services.

YES, I want to help protect my family and community from flu by allowing my child to receive a flu shot.

Printed Name of Parent/Guardian _____ Signature of Parent/Guardian _____ Date _____

AREA FOR OFFICIAL USE ONLY							
VIS CDC IIV		IIVt0.5L IM Injection		VIS CDC IIV		IIVt0.5L IM Injection	
LOT Number:		EXP Date:		LOT Number:		EXP Date:	
RN #	Date	RUA or LUA (Circle One)	RN #	Date	RUA or LUA (Circle One)	RN #	Date

*Inactivated Influenza Vaccine



2018 Tdap Vaccine Consent Form



Sign up online. Visit [SignUp URL]

THIS FORM MUST BE RETURNED

Please complete all the information below (illegible or incomplete forms will not be accepted).

ALL STUDENTS ARE REQUIRED TO HAVE THEIR TDAP (TETANUS, DIPHTHERIA, PERTUSSIS) VACCINATION

Fill out the form below to ensure your child is compliant:

Full, Legal Name of Student (First Name, Middle Initial, Last Name)		Name of School		
Parent/Guardian Name (First Name, Middle Initial, Last Name)	Relationship to Student	E-mail Address		
Address	Grade	Birth Date (month/date/year)	Age	Sex
City	Zip Code	Home Phone Number	Cell Phone Number	
Demographic Information: (Circle one) White American Indian/Native Alaskan Black Asian Hispanic Other				

Please fill out the following questions pertaining to your child's Health Insurance:

Circle one: Insurance Medicaid (Prestige, UHC Community, StayWell, & Sunshine)

Insurance Company:

Member ID:

Policy Holder's Name:

Policy Holder's Date of Birth:

The current health care laws require us to bill your insurance company for the vaccine. You will not be billed, and there will be no co-pay or deductible due. The service is offered at no cost to you. As always, answers are confidential.

MY CHILD DOES NOT HAVE HEALTH INSURANCE

QUESTIONS: Check YES or NO. You must check YES or NO on this form. Incomplete will not be accepted. Please be sure to sign the bottom of the consent form. Signature required.

Yes No

Do any of the following apply to your child? (If you answer YES, your child cannot receive Tdap (Tetanus, Diphtheria, Pertussis) unless approved by your child's doctor)

- Allergy to Latex or Latex products
- Life threatening reaction(s) to a vaccine in the past
- Does this child have an unstable neurological disorder such as Epilepsy or seizures?
- Has had Guillain-Barre syndrome (very rare)

If you have any health questions, please contact your child's pediatrician or call Healthy Schools LLC at 1-800-566-0596 to speak to a nurse.

Disclosure of SBBC Student Information:

I hereby give consent for SBBC to provide all of the information on this consent form (including medical information, demographics and contact information) to Healthy Schools for licensed healthcare providers to administer vaccination services to my child.

I have received, read, and understand the CDC Vaccine Information Statement for the Tetanus, Diphtheria, Pertussis- Tdap Vaccine). I have read these documents and understand the risk and benefits of the Tdap vaccine. I give permission to Healthy Schools and their administrators to give my child the vaccine in my absence, to communicate with other healthcare providers, as needed, and for data entry, billing and storage according to Florida Department of Health policies, to assure optimal healthcare for my child.

Yes, I want my child to receive the Tdap (Tetanus, Diphtheria, Pertussis) Vaccination

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

AREA FOR OFFICIAL USE ONLY FOR ADMINISTRATION

VIS CDC LAIV Tdap		VIS CDC LAIV Tdap	
LOT Number:	LUA / RUA	LOT Number:	LUA / RUA
RN #	Date	RN #	Date



THIS FORM MUST BE RETURNED

Please complete all the information below (illegible or incomplete forms will not be accepted).

Date Completed:

PLEASE PRINT

PAGE 1 OF 3

Full, Legal Name of Student (First Name, Middle Initial, Last Name)		Name of Child's School		
Parent/Guardian Name (First Name, Middle Initial, Last Name)	Relationship to Student	E-mail Address		
Address	Child's Grade	Child's Birth Date (month/date/year)	Child's Age	Child's Sex
City	Zip Code	Home Phone Number	Cell Phone Number	
Demographic Information: (Circle one) White American Indian/Native Alaskan Black Asian Hispanic Other				

MEDICATIONS Include all prescription and nonprescription, maintenance and as needed meds		
Name	Dose	How often
Name	Dose	How often
ALLERGIES Please specify the, reaction (hives, swelling, etc.), severity (mild, moderate or severe) and interventions (Benadryl, epi pen, etc.)		
Food:		
Insects, Animals, Other:		
IMMUNIZATIONS Up to date?		
(Circle one) Yes No Do not know		

HOUSEHOLD Please list all people living in child's home and the relationship to child.	
Name	Relationship
Name	Relationship
Name	Relationship
Name	Relationship
Are there siblings not listed? If so, please list their names, ages, and where they live.	
What is the child's living situation, if not with both biological parents?	
<input type="checkbox"/> Lives with adoptive parents <input type="checkbox"/> Joint custody <input type="checkbox"/> Single custody <input type="checkbox"/> Lives with Foster Family <input type="checkbox"/> Other family member	
If one or both biological parents are not living in the home, how often does the child see the parent(s) not in the home?	

BIRTH HISTORY	
<input type="checkbox"/> Do not know birth history	
During pregnancy, did the mother:	
Smoke?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Use drugs or medications?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Drink Alcohol?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Biological Family History DK= Do not know					
Have any family members had the following?					
Childhood hearing loss	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Nasal Allergies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Asthma	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Tuberculosis	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Heart disease (before 55 years old)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
High cholesterol/takes cholesterol medication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Anemia	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Bleeding disorder	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Dental decay	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Cancer (before 55 years old)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Liver disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Kidney disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Diabetes (before 55 years old)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Bed-wetting (after 10 years old)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Obesity	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Epilepsy or convulsions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Alcohol abuse	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Drug abuse	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Mental illness/depression	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Developmental disability	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Immune problems, HIV, or AIDS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Tobacco use	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments
Additional family history	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Who	Comments

Student History DK= Do not know					
Does your child have, or has your child ever had:					
Chickenpox	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	When	
Frequent ear infections	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Asthma, bronchitis, bronchiolitis, or pneumonia	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Any heart problem or heart murmur	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Anemia or bleeding problem	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Blood transfusion	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
HIV	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Organ transplant	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Malignancy/bone marrow transplant	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Chemotherapy	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Dental Care every 6 months	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Constipation requiring doctor visits	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Recurrent urinary tract infections and problems	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Congenital cataracts/retinoblastoma	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Metabolic/genetic disorders	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Cancer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Kidney disease or urologic malformations	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Bed-wetting (10 years)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Obesity	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Diabetes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Thyroid or other endocrine problems	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
High blood pressure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
History of serious injuries/fractures/concussions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	
Use of alcohol or drugs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain	

Student History (continued)				
Tobacco use	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain
ADHD/anxiety/mood problems/depression	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain
Developmental delay	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain
Dental decay	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain
History of family violence	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	Explain
Girls Only—Menstrual Cycle				
Has had period	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Age of first period:	
List any issues/problems associated with period				

If you have any health questions, please contact your child's pediatrician or call Healthy Schools LLC at 1-800-566-0596 to speak to a nurse.

Disclosure of SBBC Student Information:

I hereby give consent for SBBC to provide all of the information on this consent form (including medical information, demographics and contact information) to Healthy Schools for licensed healthcare providers to provide comprehensive health child check up to my child.

I voluntarily give my consent to Healthy Schools LLC and their administrators to perform a well visit examination on my child in my absence and in their professional judgment, communicate with other healthcare providers, on an as needed basis. I hereby acknowledge that no guarantee has been made to me as to the effect of such examinations on my child. IN addition, I agree that Healthy schools LLC may disclose my child's personal health information for billing and records keeping purposes, all in accordance with the applicable statutes and regulations.

Yes, I want my child to have a well visit examination.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("*Agreement*") is made and entered into as of this 7th day of August 2018 (the "*Effective Date*"), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "*SBBC*" or "*Covered Entity*"),
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

Healthy Schools, LLC
(hereinafter referred to as "*Business Associate*"),
whose principal place of business is
3546 St. Johns Bluff S Unit 113, Jacksonville, FL 32224

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined at 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("*PHI*") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("*HITECH*"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "*Business Associate Requirements*"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("*PHI*") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

- 1. Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

- (a) "**Breach**" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.
- (b) "**Business Associate**" shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
- (c) "**Designated Record Set**" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (d) "**EDI Rule**" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996.
- (f) "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (g) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (h) "**Minimum Necessary**" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (i) "**Omnibus Rule**" means the HIPAA Omnibus Rule of 2013.
- (j) "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (k) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (l) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (m) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (n) "**Security Rule**" shall mean the Standards for Security of ePHI as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- (o) "**Unsecured PHI**" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 2 – SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the “Minimum Necessary” rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known of such Breach.
- (f) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors :
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 - 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to by Federal and/or Florida law.

- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC's possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to make PHI available for amendment and incorporate all amendments to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of SBBC or an Individual in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3. Permitted Uses and Disclosures of PHI by "Business Associate".

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC as previously agreed to by the parties (the "Service Agreement") provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled with ten (10) business days prior written notice to Business Associate to audit Business Associate from time-to-time to verify Business Associate compliance with the terms of this Agreement. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate normal operations.

5. Security of Electronic Protected Health Information.

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.
- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including "Business Associate".

6. Compliance with EDI Rule.

Business Associate agrees that, on behalf of SBBC, it will perform all transactions for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of SBBC.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA in general shall be deemed to amend this Agreement to incorporate said changes without further action.

8. Amendment.

The parties agree to take any and all actions necessary to amend this Agreement from time to time so that SBBC is in compliance with the Privacy Rule, the Security Rule, the HITECH Act and HIPAA in general. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) *Term.* This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) *Termination for Convenience.* This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) *Termination for Cause by SBBC.* Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice of such breach to Business Associate, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, for example, if SBBC makes illegal demands on Business Associate, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Covered Entity.

- (d) *Effect of Termination.* Except as set forth in this Section 9(d), upon termination of this Agreement for any reason, at the request of SBBC, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, such as in the use of data aggregation, Business Associate shall provide to SBBC written notification of the conditions that make return or destruction infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims,

judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, and court costs to the extent arising from a breach by Business Associate of this Agreement that results in a Breach of PHI. The indemnified party shall: (i) give Business Associate prompt written notice of any such claim; and (ii) allow Business Associate sole control, and fully cooperate with Business Associate (at Business Associate's sole expense), of the defense and all related negotiations. Business Associate shall not enter into any stipulated judgment or settlement that purports to bind the indemnified parties without their express written authorization, which shall not be unreasonably withheld or delayed.

ARTICLE 3 – GENERAL CONDITIONS

11. No Waiver of Sovereign Immunity.

Nothing contained 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 as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

12. 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. 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.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

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.

15. 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.

16. 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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. 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.

18. Binding Effect.

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

19. Assignment.

Neither this Agreement nor 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. Notwithstanding the foregoing, Business Associate may assign this Agreement to an affiliate or to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its business.

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.

21. 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.

22. Notices.

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 3rd Avenue
Fort Lauderdale, FL 33301

With a Copy to: Director of Coordinated Student Health Services
The School Board of Broward County, Florida
1400 NW 14 Court
Fort Lauderdale, FL 33311

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate: Tony Boselli
104 West 40th Street, Suite 1030
New York, NY 10018

With a Copy to: Joe Palmiotto
104 West 40th Street, Suite 1030
New York, NY 10018

23. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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.

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. The person signing on behalf of "Business Associate" has authority to bind "Business Associate" with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

27. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA in general means the referenced section or its successor, and for which compliance is required.

28. Governing Law.

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.

29. Entire Agreement.

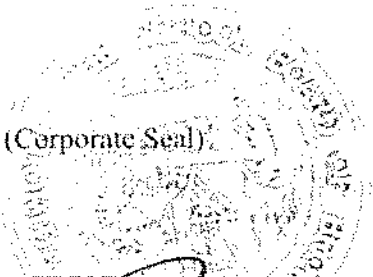
This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Interpretation.


Any ambiguity in this Agreement shall be interpreted in a manner that permits SBBC to comply with the Privacy Rule, Security Rule, the HITECH Act, HIPAA in general and any subsequent legislation or regulations otherwise affecting Business Associates.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

FOR SBBC




ATTEST:

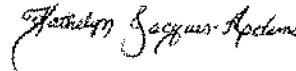

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Nora Rupert, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@browardschools.com
Reason: Healthy Schools, LLC
Date: 2018.07.30 10:12:05 -0400

Office of the General Counsel

FOR BUSINESS ASSOCIATE

[Signature]
Signature

Don (Tony) A Baselli Jr
Print Name and Title

[Signature]
Witness

[Signature]
Witness

STATE OF New Mexico

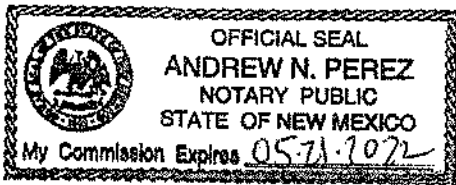
COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me by Don A. Baselli Jr. who is personally known to me or who produced Florida Driver License as identification and who did / did not first take an oath this 25th day of July, 2018.

My Commission Expires:
05.21.2022

[Signature]
Signature – Notary Public

Andrew N. Perez
Notary's Printed Name



05.21.2022
Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and HEALTHY SCHOOLS, LLC (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____