

## AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“**Effective Date**”) by and between the **University of Miami**, on behalf of its Pharmacy Department (“**UNIVERSITY**”), and The School Board of Broward County, Florida (“**INSTITUTION**”).

**WHEREAS**, the **INSTITUTION** provides programs in Pharmacy Technician (each, a “**Program**”); and

**WHEREAS**, as a part of the Program, the **INSTITUTION** desires that the students be provided with clinical training and/or research experiences (“**Educational Experience**”) at the **UNIVERSITY**; and

**WHEREAS**, the **UNIVERSITY** is able to provide students with the Educational Experience.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### ARTICLE 1 - RECITALS

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 - INSTITUTION’S RESPONSIBILITIES

2. The **INSTITUTION** agrees to send to the **UNIVERSITY** only those students who have met the **INSTITUTION’S** classroom theory and practical instruction requirements and qualifications and who agree to follow **UNIVERSITY** rules, regulations, policies and procedures, including its confidentiality requirements. Should the **UNIVERSITY** determine, in its sole discretion that a student has violated **UNIVERSITY** rules, regulations, policies, procedures or is otherwise a detriment to **UNIVERSITY** operations, patients, staff or visitors, **INSTITUTION** shall remove the student from the Educational Experience at **UNIVERSITY**.
3. **UNIVERSITY Disclosure of Education Records.**
  - (a) **UNIVERSITY** will provide the following Education Records to Hospital.
    - 1) **Educational Plan.** **UNIVERSITY** faculty will prepare an educational plan in conjunction with Hospital’s staff prior to the placement of students with Hospital.
    - 2) **Student Evaluation.** Upon the request of **UNIVERSITY**, Hospital shall assist in the overall evaluation of student performance at the clinical site. **UNIVERSITY** shall be responsible for guidance, direction and supervision of students participating in the program. Hospital shall be responsible at all times for patient care.
    - 3) **Infectious Diseases and Student Immunizations.** **UNIVERSITY** shall advise students of the risk of infectious diseases and that Hospital is not responsible for exposure to infectious diseases that occur beyond their reasonable control. **UNIVERSITY** shall verify that students have received required immunizations necessary for clinical rotation and that students have received proper training in infection control.

- 4) Criminal Background Check. All health science education students at **UNIVERSITY** who participate in a clinical experience in any healthcare facility are required to undergo a Level 2 criminal background check and be cleared.
- 5) Drug Screening. All health science education students at **UNIVERSITY** who participate in a clinical experience in any healthcare facility are required to pass a ten-panel drug screening test.

(b) Consent Requirement.

**UNIVERSITY** shall obtain written consent from the parent/guardian or student age 18 or over before disclosing any education records listed in this section.

4. **INSTITUTION Confidentiality of Education Records.**

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

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of a student or a student age 18 or older provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and provide same list of employees to **UNIVERSITY** upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the student's records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify **UNIVERSITY** immediately 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](mailto: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 **UNIVERSITY** 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, under federal and Florida Law, or reimburse **UNIVERSITY** any direct costs incurred by **UNIVERSITY** for doing so, including, but not limited to Section 501.171, Florida Statutes;



- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide **UNIVERSITY** with the name and contact information of its employee who shall serve as **UNIVERSITY's** primary security contact and shall be available to assist **UNIVERSITY** as a contact in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media is no longer in use by termination of this Agreement or by disuse and/or disposal of the equipment; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of the **UNIVERSITY**, and any party contracting with **UNIVERSITY** 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 **UNIVERSITY's** request, return to **UNIVERSITY** or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide **UNIVERSITY** with a written acknowledgment of said disposition.
- (c) Hospital shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless **UNIVERSITY** and its officers and employees for any violation of this section, including, without limitation, defending **UNIVERSITY** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon **UNIVERSITY**, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon **UNIVERSITY** arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or obligations existing under this Agreement.
5. The **INSTITUTION** shall provide to the **UNIVERSITY** a list of the participating students thirty (30) days prior to commencement of the Educational Experience. **INSTITUTION** shall not send more than a mutually-agreed upon number of students per semester to the **UNIVERSITY**.
  6. The **INSTITUTION** agrees to assume final responsibility for the Educational Experience and grades of the students and shall maintain supervision of students and their performance at **UNIVERSITY**.
  7. The **INSTITUTION** faculty will plan with the appropriate **UNIVERSITY** faculty or staff personnel for the use of **UNIVERSITY** facilities.
  8. An **INSTITUTION** faculty member will be designated as being responsible for the coordination and implementation of the program of learning. All faculty provided by **INSTITUTION** shall be duly licensed, certified and otherwise qualified to participate in the Educational Experience at **UNIVERSITY**. **INSTITUTION** and all students and faculty shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of **UNIVERSITY** and any rules and regulations of **INSTITUTION** as may be in effect from time to time. Neither **INSTITUTION** nor any students shall interfere with or adversely affect the operation of **UNIVERSITY** or the performance of services therein.

9. The **INSTITUTION'S** students and faculty assume personal responsibility for their own medical care, hospitalization, meals, parking and other expenses, including transportation in case of illness or injury while participating in the Educational Experience at the **UNIVERSITY**. **INSTITUTION** shall advise the students that they are required to have health insurance coverage in effect throughout the Educational Experience.
10. The **INSTITUTION** reserves the right to refuse or discontinue the placement of students if the **UNIVERSITY** does not meet the professional educational requirements and standards of the **INSTITUTION**.
11. The **INSTITUTION** shall inform students that they are responsible for preserving the confidentiality of any privileged or confidential information to which they have access, including, but not limited to, information contained in patient medical records and shall instruct students that they must comply with all applicable provisions of the Health Insurance Portability and Accountability Act.
12. The **INSTITUTION's** students shall report to **UNIVERSITY** on time, shall give notice (preferably in advance) of any absence, and shall follow all established standards and practices of the **UNIVERSITY** and **INSTITUTION** relative to clinical education, clinical performance and patient care.
13. The **INSTITUTION** shall require each student or faculty member who will be present on **UNIVERSITY's** premises to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Confidentiality Agreement, in the form attached hereto as Exhibit B.
14. An authorized official of **INSTITUTION** shall complete and return to **UNIVERSITY** the student information form attached hereto as Exhibit C.
15. The **INSTITUTION** shall inform students and faculty that they are not permitted to submit for publication any material relating to the Educational Experience without prior written approval of the **UNIVERSITY**. **INSTITUTION**, its faculty and students shall not use the name or logo of the **UNIVERSITY** without the prior written consent of the **UNIVERSITY**.
16. **INSTITUTION** shall require the students to dress in accordance with dress and personal appearance standards approved by **INSTITUTION**. Such standards shall be in accordance with **UNIVERSITY'S** standards regarding same. All students shall remain on the **UNIVERSITY** premises for breaks, including meals. Students shall pay for their own meals at the **UNIVERSITY**.
17. The **INSTITUTION** shall only send to the **UNIVERSITY** those students who have all appropriate immunizations and screenings including, TB screenings required of health care professionals in clinical settings to avoid a health hazard to patients and to protect the personal health of the students. **INSTITUTION** shall provide to **UNIVERSITY** satisfactory evidence that each student and faculty is free from contagious disease and does not otherwise present a health hazard to **UNIVERSITY** patients, employees, volunteers or guests prior to his or her participation in the Educational Experience. Students shall present the following health records on the first day of their Educational Experience at the **UNIVERSITY** (students will not be permitted to commence their Educational Experience until all records are submitted):



- (a) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor;
- (b) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR;
- (c) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization;
- (d) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated; and
- (e) 10 panel drug screening test conducted within the past 12 months.
- (f) INSTITUTION shall obtain written consent from the parent/guardian or any student age 18 or over before disclosing any education records listed in this section.

18. **Background Screening.**

- (a) The **INSTITUTION** will require each student participating in the Program to secure a full background screening including a criminal background screening, and to submit the same to the **INSTITUTION** at least one (1) month before the student is scheduled to commence the placement. The background screening shall include, at a minimum, the following:
  - 1) Social Security number verification;
  - 2) 7-year Multi-County Felony and Related Misdemeanor Criminal Record search;
  - 3) Two standard employment history references (if applicable);
  - 4) HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs;
  - 5) Education verification (highest degree received);
  - 6) If applicable, professional licensure verification and professional disciplinary action check;
  - 7) If applicable; certification / designation checks.
- (b) Should the background screening disclose adverse information as to any student and/or member of the staff/faculty, **INSTITUTION** shall immediately remove said student from participation in the Educational Experience at **UNIVERSITY**.
- (c) The **INSTITUTION** represents and warrants that it has undertaken the steps identified in this paragraph and that all students participating in the Educational Experience have successfully completed the referenced background screening.
- (d) INSTITUTION shall obtain written consent from the parent/guardian or any student age 18 or over before disclosing any education records listed in this section.

19. **INSTITUTION** represents and warrants to **UNIVERSITY** that the **INSTITUTION** and its students participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the **INSTITUTION** or a student being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the **INSTITUTION** shall immediately notify **UNIVERSITY** of any change in the status of the representation and warranty set forth in this section. Any breach of this Paragraph shall give **UNIVERSITY** the right to immediately terminate this Agreement for cause.
20. **INSTITUTION**, by and through its faculty and students, will comply, and will ensure that its students comply, with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the current and future requirements of any regulations promulgated thereunder, including, but not limited to, the federal privacy regulations as contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), and the federal standards for electronic transactions. Neither **INSTITUTION** nor its faculty or students shall use or further disclose any protected health information or individually identifiable health information other than as permitted by this Agreement and the requirements of HIPAA, HIPAA regulations, or similar Florida state law requirements. **INSTITUTION** will implement appropriate safeguards to prevent the use or disclosure of protected health information other than as contemplated by this Agreement. **INSTITUTION** will promptly report to the **UNIVERSITY** any use or disclosure, of which **INSTITUTION** becomes aware, of protected health information in violation of HIPAA or its regulations. **INSTITUTION** will make its internal practices, books and records relating to the use and disclosure of protected health information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and its regulations.
- (a) The **INSTITUTION** shall direct its students, faculty and/or staff participating in the Educational Experience (“Program Participants”) to comply with the policies and procedures of the **UNIVERSITY**, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. **UNIVERSITY** will provide these policies and procedures to the students prior to the beginning of their clinical rotation. Solely for the purpose of defining the Program Participant’s role in relation to the use and disclosure of **UNIVERSITY’S** protected health information, the Program Participants are defined as members of the **UNIVERSITY’S** workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of the **UNIVERSITY**.
- (b) The Confidentiality Agreement (“Confidentiality Agreement”), attached hereto is a prerequisite for each student and faculty member (if any) to participate in the Program or otherwise be assigned to the **UNIVERSITY**. **INSTITUTION** will advise its students and faculty of the requirements in this Section. Refusal of any student or faculty member to sign the Confidentiality Agreement will preclude any such student or faculty member from assignment to the **UNIVERSITY**.
- (c) The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

21. The **INSTITUTION** recognizes that as a result of this Agreement and any student's presence at **UNIVERSITY**, such student(s) may have access to confidential and proprietary information of the **UNIVERSITY**. The **UNIVERSITY** has a legitimate business interest in maintaining and protecting its confidential and proprietary information. Students involved with the program shall maintain the confidentiality of all communications, materials, data, and business information of the **UNIVERSITY**. Without limiting the type of information covered by this Agreement, "confidential information" shall mean information, whether written, oral or stored electronically, not generally available to the public, and includes, but is not limited to, information relating to all technical and business information of the **UNIVERSITY**, information relating to research, development, trade secrets, information systems, software, patient information, data or reports, financial or other economic information, personnel relations, marketing, merchandising, economic, financial or management aspects of the business, operations, properties, assets, investments, or prospects, patient lists and records, and patient or employee data or statistics, operational business plans, proposed and final operating procedures, asset and labor logistic plans, marketing and advertising plans, developments, memoranda, annual budgets, and related information obtained, either directly or indirectly, during the course of student's involvement with the program. The **INSTITUTION** acknowledges and agrees that the confidential information of the **UNIVERSITY** is confidential, proprietary, and/or trade secret information owned by the **UNIVERSITY**. The **INSTITUTION** warrants and represents that it shall not, and shall inform its students that they shall not, disclose the **UNIVERSITY**'s confidential information to third parties or use any confidential information of the **UNIVERSITY** for any purpose other than as needed to carry out its obligations under this Agreement or for the Student's participation in the program. **INSTITUTION** agrees not to, and shall ensure its students are aware that they may not, copy or reproduce in any manner the confidential information of the **UNIVERSITY**. If students or the **INSTITUTION** come into possession of any confidential information of the **UNIVERSITY** that is not otherwise being used for purposes of this Agreement or the program, they must immediately notify the club in writing, and the **INSTITUTION** and/or the student shall be required to promptly comply with any direction provided by the **UNIVERSITY** with respect to the confidential information. The **INSTITUTION** shall, and shall require its students, to take all reasonable precautions to prevent the confidential information of the **UNIVERSITY** from being acquired by third parties.

### **ARTICLE 3 - UNIVERSITY RESPONSIBILITIES**

22. Orientation to the **UNIVERSITY** will be provided for the students prior to commencement of the student's experience.
23. The **UNIVERSITY** reserves the right to refuse or discontinue the availability of its facilities and services to any student or faculty who does not continuously meet the qualifications or professional standards of the **UNIVERSITY** or adhere to the **UNIVERSITY'S**, policies, procedures, rules and regulations.
24. The **UNIVERSITY** staff will participate in teaching for the students enrolled in the Educational Experience and will maintain administrative and professional supervision of students insofar as the students' participation affects operation of the **UNIVERSITY** and its care, direct and indirect, of patients.
25. The **UNIVERSITY** shall provide emergency treatment to the students as provided for its employees but shall not assume financial responsibility for such treatment.
26. The **UNIVERSITY** shall provide written evaluations/grades, in a form furnished by the **INSTITUTION**, at the end of the Educational experience.

#### **ARTICLE 4 - INSURANCE AND INDEMNIFICATION**

27. The **INSTITUTION** agrees to be solely liable for any and all losses, claims, expenses, liabilities, and causes of action arising out of acts or omissions of the **INSTITUTION** and its students in connection with this Agreement. **INSTITUTION** shall indemnify, defend, and hold the **UNIVERSITY**, and its trustees, officers, employees and agents, harmless from any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees), arising out of or in connection with the negligent or intentional acts or omissions of **INSTITUTION**, its students, faculty, employees, officers, or agents in carrying out their responsibilities under this Agreement.
28. The **INSTITUTION** agrees to maintain for itself, faculty and students, a policy of professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and a policy of general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. A Certificate of Insurance confirming this coverage and naming **UNIVERSITY OF MIAMI** as an additional insured with respect to the general liability coverage shall be provided to the **UNIVERSITY** and appended to this Agreement as an attachment. **INSTITUTION** agrees to advise **UNIVERSITY** in writing of the cancellation, modification or non-renewal of any insurance coverage no later than thirty (30) business days prior to such cancellation, modification or non-renewal being effective.

#### **ARTICLE 5 - MUTUAL RESPONSIBILITIES**

29. The **INSTITUTION** and **UNIVERSITY** agree to cooperate in the design of the evaluation and implementation of the Educational Experiences.
30. The **INSTITUTION** and the **UNIVERSITY** agree that no student or faculty member, on the grounds of race, color, national origin, religion, sex, sexual orientation, age or disability, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or placement under the Educational Experience contemplated hereunder, and further agree to abide by federal and state laws regarding discrimination.
31. The parties acknowledge that evaluations and other records regarding a student's participation in the Educational Experience may be student educational records protected by the Federal Family Educational Rights and Privacy Act (FERPA), and that student permission must be obtained, or other safeguards fulfilled, before releasing specific data to anyone other than the **INSTITUTION**.
32. The **UNIVERSITY** and the **INSTITUTION** shall acquaint the students and faculty with the policies, procedures, standards, rules and regulations of the **UNIVERSITY**.

#### **ARTICLE 6 - TERM AND TERMINATION**

33. The term of this Agreement shall commence on the Effective Date and conclude on December 31, 2021, ("Initial Term") unless sooner terminated as set forth below.
34. This Agreement may be terminated, without cause, by either party with thirty (30) days notification in writing of desire to cancel this Agreement. To the extent possible, as determined in University's discretion, this Agreement will not be canceled in full with respect to those students participating in the Educational Experience at the time notice of termination is given and they will be allowed to conclude their participation. In no event shall said participation exceed three (3) months from the date of termination. No other students shall be enrolled after the date upon which notice of termination is



given.

35. The Initial Term of the Agreement may be extended for two (1) additional one (1) year periods upon the mutual agreement of the parties prior to expiration through a written amendment to this Agreement. ("Renewal Term"). The Initial Term and Renewal Term are collectively referred to as the Term.

#### **ARTICLE 7 - MISCELLANEOUS**

36. This Agreement contains all the terms between the parties and may be amended only by mutual agreement of both parties in writing.
37. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflicts of law provisions. Venue for any action incident to this Agreement shall be Miami-Dade County Florida.
38. Each party shall comply with all rules, regulations, laws and statutes applicable to the conduct of its business.
39. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the other party, at that party's sole discretion.
40. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach hereof.
41. Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party. The **INSTITUTION'S** students and faculty shall not be considered agents, employees or representatives of the **UNIVERSITY** and will not be entitled to benefits or compensation by virtue of their appointment or training at the **UNIVERSITY**.
42. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. There are no representations, or warranties between the parties other than those expressly set forth herein.
43. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision, in so far as is consistent with the law.
44. Neither party shall be liable for its failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act or occurrence beyond its reasonable control, including, but not limited to, acts of God, acts of terrorism, fire, strike, or war.
45. The **INSTITUTION** agrees that it will not under any circumstances use the name of **UNIVERSITY** or any faculty or employee of **UNIVERSITY** in advertising, publicity, or otherwise, without the express written permission of **UNIVERSITY'S** Assistant Vice President for Business Services, Humberto Speziani, located at 1320 South Dixie Highway, Suite 1230, Coral Gables, FL 33146.
46. Any notice or communications required under this Agreement shall be sent to either of the parties by certified mail, return receipt requested or by FedEx or UPS to the following addresses:

**If to UNIVERSITY:**

Attn: Humberto Speziani  
Assistant Vice President, Business Services  
University of Miami  
1320 S. Dixie Highway, Suite 1230  
Coral Gables, Florida 33146

**With copy to:**

Office of the General Counsel  
University of Miami  
1320 S. Dixie Highway, Suite 1250  
Coral Gables, FL 33146

**If to INSTITUTION to:**

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

**With a Copy to:**

Principal  
Atlantic Technical College  
The School Board of Broward County, Florida  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

47. **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. **UNIVERSITY** shall keep and maintain public records required by **INSTITUTION** to perform the services required under this Agreement. Upon request from **INSTITUTION's** custodian of public records, **UNIVERSITY** shall provide **INSTITUTION** 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. **UNIVERSITY** 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 **UNIVERSITY** does not transfer the public records to **INSTITUTION**. Upon completion of the Agreement, **UNIVERSITY** shall transfer, at no cost, to **INSTITUTION** all public records in possession of **UNIVERSITY** or keep and maintain public records required by **INSTITUTION** to perform the services required under the Agreement. If **UNIVERSITY** transfers all public records to **INSTITUTION** upon completion of the Agreement, **UNIVERSITY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **UNIVERSITY** keeps and maintains public records upon completion of the Agreement, **UNIVERSITY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **INSTITUTION**, upon request from **INSTITUTION's** custodian of public records, in a format that is compatible with **INSTITUTION'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, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

48. **Indemnification.** Each party agrees to be fully responsible 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. 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.
49. **Nondiscrimination.** As a condition of entering into this Agreement, **UNIVERSITY** represents and warrants that it will comply with the **INSTITUTION's** Commercial Nondiscrimination Policy, as described under, Section D.1 of **INSTITUTION's** Policy No. 3330 – Supplier Diversity Outreach Program. As part of such compliance, **UNIVERSITY** shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall **UNIVERSITY** retaliate against any person for reporting instances of such discrimination. **UNIVERSITY** shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the **INSTITUTION's** relevant marketplace. **UNIVERSITY** understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in **INSTITUTION** Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
50. **Annual Appropriation.** The performance and obligations of **INSTITUTION** under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If **INSTITUTION** does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by **INSTITUTION** at the end of the period for which funds have been allocated. **INSTITUTION** shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to **INSTITUTION** in the event this provision is exercised, and **INSTITUTION** shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
51. **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.



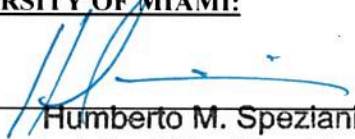
52. **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (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 the terms of this Agreement.
53. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
54. **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.
55. **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.
56. **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.
57. **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.
58. **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse **INSTITUTION**, 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.
59. **Agreement Administration.** **INSTITUTION** has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
60. **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.



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61. **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.
62. **Inspection of UNIVERSITY's Records by INSTITUTION.** UNIVERSITY shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of UNIVERSITY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by INSTITUTION agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, INSTITUTION's agent or authorized representative shall have access to UNIVERSITY's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by INSTITUTION to UNIVERSITY pursuant to this Agreement. INSTITUTION's agent or its authorized representative shall provide UNIVERSITY with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. INSTITUTION's agent or its authorized representative shall have access to the UNIVERSITY's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. UNIVERSITY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as follows:

**UNIVERSITY OF MIAMI:**

By:   
 Name: Humberto M. Speziani  
Assistant Vice President  
Business Services  
 Title: University of Miami  
 Date: 5/17/19

FOR UNIVERSITY

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

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

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq.  
- kathelyn.jacques-  
adams@browardschools.com  
Reason: University of Miami  
Date: 2019.05.08 08:14:24 -04'00'

\_\_\_\_\_  
Office of the General Counsel



**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting ("Program") at University of Miami ("University"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program unless such injury or loss arises solely out of University's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant & Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Legal Guardian (if Program Participant  
is under 18) & Printed Name

\_\_\_\_\_  
Date

## EXHIBIT B

### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is effective this \_\_ day of \_\_\_\_\_, 20\_\_, by and between University of Miami (“University”) and \_\_\_\_\_ (“Program Participant”), and is made pursuant to the University’s Affiliation Agreement with \_\_\_\_\_ (“Institution”).

Program Participant acknowledges that as a result of the clinical and related educational activities he or she will undertake at or through the University (the “Program”), Program Participant may have access to University’s confidential information, including, but not limited to, information relating to research, development, trade secrets, information systems, software, patient information (including patient identities and health information), data or reports, financial or other economic information, personnel relations, marketing, merchandising, economic, financial or management aspects of the business, operations, and other information as more fully defined in the Agreement (“University Confidential Information”). Program Participant shall hold in strict confidence all University Confidential Information obtained as a result of its participation in these activities and will not disclose any University Confidential Information to third parties, including family members, other students, faculty members, non-University health care providers, or anyone else, without prior written approval of an authorized representative of the University. Program Participant is committed to protecting from any disclosure, whether written or oral, any and all University Confidential Information that Program Participant may come into contact with. Program Participant may not view, copy, or remove from the University’s premises patient schedules, procedure schedules, patient medical records, or similar documents, except as may permitted under this Agreement and the related Affiliation Agreement. Program Participant may not use any University Confidential Information in presentations, reports, social media, or publications of any kind without prior written approval of an authorized representative of University.

Program Participant agrees and acknowledges that it is her/his responsibility to respect the privacy and confidentiality of information received or otherwise made accessible to her/him during their participation in the Program. Program Participant further understands that s/he is required to immediately report any instance of which they become aware concerning any unauthorized access, use or disclosure of Confidential Information to the University of Miami’s Office of Privacy and Data Security.

Program Participant will comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the current and future requirements of any regulations promulgated thereunder. Program Participant shall not use or disclose any protected health information or individually identifiable health information other than as permitted by this Agreement and the requirements of HIPAA, HIPAA regulations, or similar Florida state law requirements. *Protected Health Information includes:* Any individually identifiable information in possession or derived from a provider of health care regarding a patient’s medical history, mental or physical condition or treatment, as well as the patient’s records, test results, conversations, research records and financial information. Examples include but are not limited to:

- Clinical/medical information, including without limitation: Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples, and medication information;
- Insurance and billing information, including without limitation patient insurance and billing records;
- Computerized patient data, including without limitation a patient’s scheduling



information;

- Visual observation of patients receiving medical care or accessing health care services; and
- Verbal information provided by or about a patient, including discussions with other providers regarding the patient's health care or treatment.

Program Participant shall promptly report to the **UNIVERSITY** any use or disclosure of protected health information in violation of HIPAA or its regulations.

Program Participant acknowledges that any breach of the confidentiality provisions in this Agreement, including, but not limited to, the misuse of protected health information or individually identifiable health information, will result in irreparable injury to the owner of the information and in termination of Program Participant's participation in the Program, as well as other actions deemed necessary by the University.

I have read these terms and I understand and agree to abide by them. I also understand, acknowledge, and agree to abide by the additional obligations and limitations pertaining to confidentiality under HIPAA, as well as any other confidentiality obligations placed on me under the Affiliation Agreement between the University and Institution, which is incorporated by reference.

I explicitly agree that I will not, under any circumstances, use my cellular telephone or any other device to photograph, video record, voice record or otherwise electronically capture the PII (personally identifying information) of any patient, student, employee, visitor or agent of the University of Miami.

In order to participate in the Program and to facilitate compliance with HIPAA requirements and University policy, I explicitly agree and attest to the following:

- (i) I have been given an overview of University policies and procedures, the expectations of the Program, and understand my role as an observer with respect to patient privacy, security, and confidentiality. (**UNIVERSITY** will provide these policies and procedures to the students prior to the beginning of their clinical rotation.)
- (ii) At all times I will protect the confidentiality of all protected Information I may be exposed to, including patient health information.
- (iii) I shall not use, access, or otherwise disclose any Information or patient information at any time other than as permitted by **UNIVERSITY** policy or applicable law.
- (iv) I understand that any photography or video/audio recording of patients, visitors, employees, and non-public areas is strictly prohibited during my participation as an observer and that I shall not engage in any such activity.
- (v) I shall not disclose confidential information, including patient health information, to patients, friends, relatives, or anyone else except as permitted by University policy or applicable law.
- (vi) The **UNIVERSITY** retains all right to its confidential Information. Such information remains the property of the **UNIVERSITY** and may not be removed or kept by me upon completing the Program, except as permitted by the **UNIVERSITY** or required by law. If required by law, I will provide the Office of Privacy and Data Security with formal written notice no less than thirty (30) days in advance of any release of information.

Neither the release of, nor accessibility to, any information hereunder or the act of disclosure shall constitute a grant of any license under a trademark, patent, or copyright or application of the same.

I understand and acknowledge that, should I breach any provision of this Confidentiality Agreement, I may be subject to civil or criminal liability.

**Program Participant Signature:**

x \_\_\_\_\_

**Print Name:**

**Date:**



**EXHIBIT C  
(TO BE COMPLETED BY INSTITUTION OFFICIAL)**

**STUDENT INFORMATION:**

\_\_\_\_\_, \_\_\_\_\_  
(Print Full Legal Name) (Social Security #)

\_\_\_\_\_  
(Home Address: Street, City, State, Zip Code)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(E-Mail Address) (Home Phone #) (Cell Phone #)

Type of Educational Program/Curriculum: \_\_\_\_\_

Semester Objectives attached to this Attestation:  Yes  No  
(If no, why: \_\_\_\_\_)

Clinical Dates: \_\_\_\_\_ to \_\_\_\_\_  
Clinical Day/s: \_\_\_\_\_ Time of Rotation: \_\_\_\_\_

**CLINICAL REQUIREMENTS:**

**INSTITUTION** shall obtain written consent from the parent/guardian or any student age 18 or over before disclosing any education records listed in this section.

By signing this form, I attest on behalf of **INSTITUTION** to the fact that the student named on this sheet has successfully completed, according to the standards set by **UNIVERSITY**, the following:

1. Completed CPR training on: \_\_\_\_\_
2. Medical Clearance Statement to include:
  - ( ) Negative PPD/Chest X-Ray (performed within preceding one year period);
  - ( ) Immunizations (as set forth in Agreement), including Hepatitis B vaccine;
  - ( ) 10 panel drug screening test conducted within the past 12 months;
  - ( ) Statement from Physician that student is capable of participating in program; and
3. Background checks on file at Institution, meeting Agreement requirements:

<ul style="list-style-type: none"><li>a) Social Security number verification;</li><li>b) Seven Year Multi-County or Statewide Felony;</li><li>c) Two Standard Employment History References;</li><li>d) HHS/OIG List of Excluded</li></ul>	<ul style="list-style-type: none"><li>f) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);</li><li>g) Education verification (highest degree received);</li><li>h) One Professional Licensure Verification-</li></ul>
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Individuals/Entities – GSA List of  
Parties Excluded from Federal  
Programs;

Professional Disciplinary Action Check;  
and Related Misdemeanor Criminal  
Record search; and

e) Violent sexual Offender and Predator  
Registry Search;

i) Certification & Designation Check

4. Education:

a. General Orientation completed on: \_\_\_\_\_

b. Regulation Roll Call & Post Test on: \_\_\_\_\_

**Signed by INSTITUTION program coordinator/instructor:**

x \_\_\_\_\_

(Signature)

**Printed Name:**

**Title:**

**Phone #:**

**E-mail address:**