



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-11-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	I. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Atlantic Tech College & Tech High Sch

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.:
1-2.

TITLE:
Agreement between Boca Raton Regional Hospital and The School Board of Broward County, Florida

REQUESTED ACTION:
Approve the Continuation Agreement between Boca Raton Regional Hospital and The School Board of Broward County, Florida. The term of this agreement shall commence upon the execution of both parties and conclude on September 6, 2022.

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida partners with Boca Raton Regional Hospital to provide students who are enrolled in Health Science Education Programs at the Broward Technical Colleges and select high schools the opportunity to participate in clinical learning experiences.
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: Safe & Supportive Environment
 Goal 3: Effective Communication

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

EXHIBITS: (List)
(1) Summary Explanation and Background (2) Boca Raton Hospital Exec Summary (3) Boca Raton Agreement

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

SOURCE OF ADDITIONAL INFORMATION:

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Valerie S. Wanza - Chief School Performance & Accountability Officer
Signature
Valerie S. Wanza
10/17/2019, 2:19:23 PM

Approved In Open Board Meeting On: **NOV 06 2019**
By: *Heather P. Brinkwood*
School Board Chair

Summary Explanation and Background

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

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

EXECUTIVE SUMMARY

Below is an executive summary for the agreement between Boca Raton Regional Hospital and The School Board of Broward County, Florida which supports the academic and personal enrichment of students in Broward County Public Schools

Grant Program	N/A
Status	Continuation clinical agreement
Funds Requested	N/A
Financial Impact Statement	There is no financial impact to the District
Schools Included	Broward Technical Colleges
Managing Department/School	Office of School Performance and Accountability
Source of Additional Information	Dr. Valerie S. Wanza 754-321-3838 Robert B. Crawford 754-321-5103
Project Description	<p>The School Board of Broward County, Florida is partnering with Boca Raton Regional Hospital which provides internship experiences necessary to meet the Florida Department of Education student performance standards for Health Science Education programs. This agreement benefits students from the Broward Technical Colleges and select high schools, by allowing them the opportunity to apply content classroom theory to relevant clinical experiences at this facility. This agreement allows for Broward Technical Colleges and high school students enrolled in a Health Science Education Program to benefit from the approval of this agreement.</p> <p>This agreement addresses the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.</p>
Evaluation Plan	Surveys to be completed by students, Health Science Education teachers and select staff of the facility to measure the effectiveness of the clinical experience.
Research Methodology	Curriculum Frameworks and Program of Study as delineated by the Florida Department of Education for program completion.

EDUCATIONAL AFFILIATION AGREEMENT

THIS EDUCATIONAL AFFILIATION AGREEMENT (the "Agreement") is entered into this _____ by and between Boca Raton Regional Hospital, Inc. ("Hospital") and The School Board of Broward County, Florida ("School").

WHEREAS, School desires that its student(s) obtain the necessary clinical experience to become eligible for graduation, certification, registration and/or licensure in the practice Health Science; and

WHEREAS, Hospital recognizes the importance of training and educating students and is willing to provide the facilities required for students to complete such necessary clinical experience.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the parties agree to the following terms and conditions:

- I. **RECITALS.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

- II. **TERM; TERMINATION**
 - (a) **Term:** The term of this Agreement shall commence upon the execution of both parties and conclude on September 6th, 2022. This Agreement may be extended for one (1) additional one (1) year period upon the mutual agreement of the parties prior to expiration through a written amendment to this Agreement.
 - (b) **Termination Without Cause:** Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) calendar days written notice. Any students who is participating in or scheduled to begin a clinical experience as of the effective date of a termination without cause shall be allowed to complete the clinical experience.
 - (c) **Immediate Termination:** Hospital may immediately terminate this Agreement as specified herein or immediately terminate the participation any Faculty and/or student whose behavior, competency or abilities are, in the Hospital's sole opinion, detrimental to the operation of the Hospital and/or to proper rendering of quality care to Hospital patients.
 - (d) **Termination With Cause:** Either party may immediately terminate this Agreement as specified herein or terminate with cause with an opportunity to cure upon written notice. For purposes of this Agreement, "cause" means, with respect to either party, a material breach of any provision of this Agreement which is not cured within thirty (30) days after written notice is provided by the non-breaching party.
 - (e) **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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 this section.

III. RESPONSIBILITIES OF THE SCHOOL

The specific responsibilities of the School are:

- (a) To select those students for placement at Hospital who have completed all academic requirements necessary to fulfill the duties and responsibilities of the clinical experience. School will provide Hospital with copies of current course outlines, course objectives, and curriculum philosophy. The parties will mutually agree upon the number of students assigned to Hospital and the schedule for assignment. Hospital, in its sole discretion, will determine the maximum number of slots available for student placement.
- (b) To appoint a principal liaison between the School and the Hospital for all matters concerning the clinical experience.
- (c) To provide qualified faculty, in a number to be agreed upon between the Hospital and the School ("Faculty"), who will be responsible for the evaluation of all clinical experiences. Upon request, School shall furnish to Hospital proof of education and all applicable certification, registration and licensure for each Faculty member assigned to Hospital.
- (d) To require that all Faculty and students assigned to Hospital abide by all policies, procedures, rules and regulations of the Hospital. Hospital will provide these policies and procedures to the students prior to the beginning of their clinical rotation.
- (e) To require that all Faculty and students assigned to Hospital maintain adequate health insurance coverage. Failure to maintain adequate health insurance may subject the assigned Faculty member and/or student to immediate dismissal from Hospital and repeated failures by one or more Faculty members and/or students to maintain adequate health insurance is grounds for immediate termination of this Agreement.
- (f) By completion of the Certification of Pre-Screening Requirements, attached hereto as **Exhibit A**, School agrees to provide Hospital with written verification of each Faculty member's and/or student's compliance with the following requirements at least thirty (30) calendar days prior to the start of the clinical experience:
 1. Compliance with Hospital's then-current health policy, including a negative PPD or TB screening (if previously positive within the last twelve (12) months). The health screening and documentation requirements currently in effect are detailed on **Exhibit B** attached hereto.
 2. A 10 point drug panel performed within twelve (12) months prior to the start of the clinical experience. School will advise Faculty and students that Hospital reserves the right to require repeat drug testing at any time during the clinical experience at the Faculty's or student's expense. Failure to comply with such

requirement or a positive test result is grounds for immediate dismissal from Hospital and immediate termination of this Agreement.

3. Level 1 Criminal Background Check, performed within twelve (12) months prior to the start of the clinical experience, reviewing County Searches for the past 7 years to include FDLE, OIG/GSA/HHS, National Criminal Database, and National Sexual Offender clearance.

- (g) School shall obtain written consent from the parent/guardian or student age 18 or over before disclosing any education records listed in this section.
- (h) To obtain the Hospital's prior written approval in order to publish any material relating to the clinical experience.
- (i) To require that the Faculty and/or students assigned to Hospital not represent themselves as agents or employees of the Hospital.
- (j) To assume final responsibility for the clinical experience and academic assessment of the students.
- (k) School's Disclosure of Education Records.
 1. School will be responsible to provide the following Education Records to the Hospital:
 - a) Educational Plan. School faculty will prepare an educational plan in conjunction with Hospital's staff prior to the placement of students with Hospital.
 - b) Student Evaluation. Upon the request of School, Hospital shall assist in the overall evaluation of student performance at the clinical site. School shall be responsible for guidance, direction and supervision of students participating in the program. Hospital shall be responsible at all times for patient care.
 - c) Infectious Diseases and Student Immunizations. School 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. School shall verify that students have received required immunizations necessary for clinical rotation and that students have received proper training in infection control.
 - d) Criminal Background Check. All health science education students at School who participate in a clinical experience in any healthcare facility are required to undergo a Level 2 criminal background check and be cleared.
 - e) Drug Screening. All health science education students at School who participate in a clinical experience in any healthcare facility are required to pass a ten-panel drug screening test.

2. Consent Requirement.

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

IV. RESPONSIBILITIES OF THE HOSPITAL

The specific responsibilities of the Hospital are:

- (a) To accept a certain number of students for participation in the Program. The number shall be determined at the sole discretion of the Hospital, based upon the Hospital's space, patient population, and upon any other considerations as determined by the Hospital.
- (b) To provide adequate conference room or teaching space for the Faculty and students.
- (c) To provide educational experiences and opportunities in accordance with the objectives of the Program as mutually agreed upon by the School and the Hospital.
- (d) To provide immediate emergency health care services to students participating in the Program in the event of accidental injury or illness, while accepting assignment of student's insurance policy. Hospital shall not be responsible for subsequent costs involved, follow-up care, or hospitalization.
- (e) To appoint a principal liaison between the School and the Hospital for all matters concerning the clinical experience.
- (f) Hospital Confidentiality of Education Records.

1. Notwithstanding any provision to the contrary within this Agreement, Hospital shall:

- a) 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;
- b) 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;
- c) 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 School upon request;

- d) 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;
 - e) 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;
 - f) notify School 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; 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;
 - g) fully cooperate with appropriate School Staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
 - h) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse School any direct costs incurred by School for doing so, including, but not limited to Section 501.171, Florida Statutes;
 - i) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - j) provide School with the name and contact information of its employee who shall serve as School's primary security contact and shall be available to assist School as a contact in resolving obligations associated with a security breach of confidentiality of education records; and
 - k) 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).
2. All education records shall remain the property of the School, and any party contracting with School 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 School's request, return to School or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide School with a written acknowledgment of said disposition.

3. Hospital shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless School and its officers and employees for any violation of this section, including, without limitation, defending School and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon School, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon School 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.

V. CONFIDENTIAL INFORMATION AND HIPAA

- (a) School acknowledges that its employees, Faculty and students will have access to certain confidential information and trade secrets of the Hospital, including without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature ("Confidential Information"). School agrees that its employees, Faculty and students will not use such Confidential Information for its own purposes or divulge, disclose, publicize or disseminate Confidential Information to any third party unless required to do so by law.
- (b) School will require its employees, Faculty and students providing services under this Agreement or participating in a clinical experience to execute a Confidentiality Statement for the benefit of the Hospital in the form attached hereto as **Exhibit C**. School shall provide a copy of each Faculty member's and student's executed Confidentiality Statement to Hospital at least thirty (30) days prior to the start of the clinical experience.
- (c) The School's Faculty and students agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements."
- (d) The obligations of this Section V, shall survive the termination or expiration of this Agreement.

VI. INSURANCE AND INDEMNIFICATION

- (a) School shall maintain, during the term of this Agreement, for itself, its Faculty, and students, a policy of professional liability insurance, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. School further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of the School, its Faculty and students during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. School shall provide Hospital with a certificate of insurance evidencing such coverage upon execution of this Agreement and upon Hospital's request. School shall give Hospital written notice within ten (10) days of any changes, modification, cancellation or non-renewal of such insurance.
- (b) Hospital agrees to maintain its self-insurance fund to provide for liability coverage. The Hospital agrees to keep such self-insurance fund in full force and effect continuously during the term of this Agreement and any extensions thereof. The Hospital agrees to provide the School with evidence of the existence of its self-insurance fund upon written request.
- (c) To the extent permitted by Florida law, the each party ("Indemnifying Party") agrees to indemnify and hold harmless the other party ("Indemnified Party"), its employees, agents, Faculty and students from and against all claims, damages, costs and expenses, including attorneys' fees, arising in connection with any negligent acts or omissions of the Indemnifying Party, its employees, agents, Faculty and students.

VII. GENERAL PROVISIONS

- (a) **INDEPENDENT CONTRACTOR.** The School's students and Faculty participating in the Program shall not be deemed to be employees, servants, or agents of the Hospital, nor shall any person on the staff or administration of the Hospital be deemed an employee, servant or agent of the School.
- (b) **PROPRIETARY RIGHTS.** Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party, and will cease any and all such usage immediately upon termination of this Agreement.
- (c) **WAIVER.** No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- (d) **THIRD PARTIES.** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- (e) **DISCRIMINATION.** Neither party shall discriminate against any Student or other participant in the Program with respect to race, national origin, religion, creed, sex, age or disability.

- (f) **NOTICE OF INJURIES.** In the event that either the School or the Hospital becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the Program, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident and addresses of available witnesses.
- (g) **NO EMPLOYEE BENEFITS.** Students assigned to the Hospital shall not be considered to be employees of the Hospital and shall not be covered, by virtue of this Agreement, by any of the Hospital's employee benefit programs including, but not limited to, social security, health insurance, unemployment compensation, disability insurance, or workers' compensation.
- (h) **ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other.
- (i) **AMENDMENT.** 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.
- (j) **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- (k) **GOVERNING LAW.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. Venue of any action will be in Palm Beach County, Florida.
- (l) **NOTICE.** Any notice, demand, or consent required or permitted to be given hereunder shall be deemed given if hand-delivered, if sent by registered or certified mail, return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, to:

TO HOSPITAL: Mindy Shikiar
 CHIEF OPERATING OFFICER
 Boca Raton Regional Hospital, Inc.
 800 Meadows Road
 Boca Raton, FL 33486

WITH A COPY TO: Office of the General Counsel
 Boca Raton Regional Hospital, Inc.
 800 Meadows Road
 Boca Raton, FL 33486

TO SCHOOL: Superintendent of Schools
 THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 600 SE 3RD AVENUE
 FT. LAUDERDALE, FL 33311

WITH A COPY TO: Principal
 ATLANTIC TECHNICAL COLLEGE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
4700 COCONUT CREEK PARKWAY
COCONUT CREEK, FL 33063

- (m) **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Hospital shall keep and maintain public records required by School to perform the services required under this Agreement. Upon request from School's custodian of public records, Hospital shall provide School 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. Hospital 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 Hospital does not transfer the public records to School. Upon completion of the Agreement, Hospital shall transfer, at no cost, to School all public records in possession of Hospital or keep and maintain public records required by School to perform the services required under the Agreement. If Hospital transfers all public records to School upon completion of the Agreement, Hospital shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hospital keeps and maintains public records upon completion of the Agreement, Hospital shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School, upon request from School's custodian of public records, in a format that is compatible with School'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.

- (n) **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.
- (o) **Annual Appropriation.** The performance and obligations of School under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SCHOOL does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by School at the end of the period for which funds have been allocated. School shall notify the other party at the earliest

possible time before such termination. No penalty shall accrue to School in the event this provision is exercised, and School shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

- (p) **Inspection of Hospital's Records by School.** Hospital shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of Hospital'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 School agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, School's agent or authorized representative shall have access to Hospital's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and five (5) years after the termination of this Agreement. School's agent or its authorized representative shall provide Hospital with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction. School's agent or its authorized representative shall have access to the Hospital'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. Hospital 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.
- (q) **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.
- (r) **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.
- (s) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (t) **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.
- (u) **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

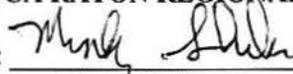
intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- (v) **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.
- (w) **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse School, 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.
- (x) **Agreement Administration.** School has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- (y) **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.
- (z) **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, Hospital and School have duly executed this Agreement on the date set forth below.


Witness

FOR HOSPITAL:
BOCA RATON REGIONAL HOSPITAL, INC.

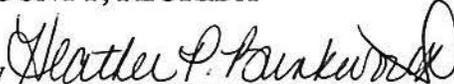
By: 
Mindy Shikiar
Chief Operating Officer
Date: 8/14/19

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

(Corporate Seal)

FOR SCHOOL:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Boca Raton Regional Hospital, Inc.
Date: 2019.08.08 13:32:55 -04'00'

Office of the General Counsel

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EXHIBIT A

CERTIFICATION OF PRE-SCREENING REQUIREMENTS

This completed form must be signed by the appropriate School representative and be returned to Hospital at least thirty (30) days prior to the start of the clinical experience.

Faculty or Student's Name: _____

Area of Clinical Field Work: _____

Start Date of Clinical Experience: _____

1. The above-referenced Faculty or student currently maintains adequate health insurance coverage and is in compliance with the Health Screening and Documentation Requirements listed on Exhibit B.
2. A 10-point drug panel was performed on _____ and the results are clear.
3. A Level 1 Criminal Background Check covering the prior seven (7) years was completed on _____ and any reports of criminal offenses have been disclosed to Hospital.

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



I attest that the above-referenced Faculty or student has fulfilled the above requirements and that all documentation evidencing the above information is kept on file at the School and will be made available to Hospital upon request.

(Signature of School representative)

Date

EXHIBIT B

(INSERT CURRENT HEALTH SCREENING AND DOCUMENTATION REQUIREMENTS)

- Background check: Level 1 Criminal Background Check reviewing County Searches for the past 7 years to include FDLE, OIG/GSA/HHS, National Criminal Database, and National Sexual Offender clearance.
- 10 Point Drug Panel- tested clear
- Flu Shot (during flu season- November 1-March 31)
- Negative PPD or CXR (within 12 months)
- Photo ID
- License plate/tag number for the parking decal
- Online Hospital Orientation and Regulatory Modules
- School shall obtain written consent from the parent/guardian or student age 18 or over before disclosing any education records listed in this section.

**EXHIBIT C
CONFIDENTIALITY STATEMENT**

THIS CONFIDENTIALITY STATEMENT made this ___ day of _____ 20__.

WHEREAS, the School provides courses of study for students in its _____ Program and;

WHEREAS, as part of its course of study the School desires its students to be provided with Clinical Practice through a program of learning ("Program") through Boca Raton Regional Hospital, Inc. ("Hospital") and its related and affiliated health care facilities; and

WHEREAS, School and Hospital have entered into an Educational Affiliation Agreement whereby the Hospital shall provide the necessary facilities; and

WHEREAS, School will be privy to and have access to certain patient information and confidential information of the Hospital; and

WHEREAS, School and the Hospital desire to establish certain restrictions and prohibitions with respect to Student's handling of confidential health information.

NOW THEREFORE, the parties, intending to be legally bound hereby, do agree as follows:

1. The term "Confidential Health Information" ("CHI") shall include all patient information and all information that is not known by, or generally available to, the public at large and that concerns the business or affairs of the Hospital, including without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature, and any other information identified by the Hospital as confidential.

2. In the course of or incident to Student's work, the Hospital may provide to Student or Student may otherwise become exposed to CHI.

3. Student agrees that at all times during the term of School's engagement with the Hospital, Student shall not divulge, disclose, publicize or disseminate the CHI to any third party and shall not use any of the CHI on its own behalf or with or on behalf of any other entity.

4. Student acknowledges and agrees that his undertaking herein is made and intended for the benefit not only of School but also for the Hospital. Student further acknowledges that damages alone will be an inadequate remedy for breach of the provisions of this Confidentiality Statement, and that the Hospital, in addition to other remedies, shall be entitled as a matter of right to equitable relief, including injunctions and specific performance, in any court of competent jurisdiction, as well as immediate termination from participation from the Program.

5. Hospital will provide to students all policies and procedures they are required to abide by, prior to the beginning of their clinical rotation.

Date

Student Name (Print)

Student Signature