



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-10-06 10:05 - School Board Operational Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	I. OFFICE OF THE SUPERINTENDENT
<b>DEPARTMENT</b>	Atlantic Tech College & Tech High Sch

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

**ITEM No.:**  
I-1.

**TITLE:**  
Student Training Agreement between The School Board of Broward County, Florida for Atlantic Technical College and DaVita Dialysis Contracting, LLC

**REQUESTED ACTION:**  
Approve the New Student Training Agreement between The School Board of Broward County, Florida for Atlantic Technical College and DaVita Dialysis Contracting, LLC. The term of this agreement shall commence upon the execution of all parties and conclude on December 31, 2023.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida for Atlantic Technical College partners with DaVita Dialysis Contracting, LLC to provide students who are enrolled in the Hemodialysis Technician Program at Atlantic Technical College to participant in clinical learning experiences. This agreement supports the instructional program provided by Atlantic Technical College that is 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. 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) Davita Executive Summary (3) Davita Agreement

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

**SOURCE OF ADDITIONAL INFORMATION:**

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

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

Valerie S. Wanza - Chief School Performance & Accountability Officer  
Signature  
Valerie S. Wanza  
9/3/2020, 9:18:09 AM

Approved In Open Board Meeting On: OCT - 6 2020  
By: *Dana Koen*  
School Board Chair

## Summary Explanation and Background

In accordance with a School Board request, Atlantic Technical College administers 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 Student Training agreement between The School Board of Broward County, Florida and DaVita Dialysis Contracting, LLC which supports the academic and personal enrichment of students in Broward County Public Schools

Grant Program	N/A
Status	New clinical agreement
Funds Requested	N/A
Financial Impact Statement	There is no financial impact to the District
Schools Included	Atlantic Technical College
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 DaVita Dialysis Contracting LLC 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 Atlantic Technical College, by allowing them the opportunity to apply content classroom theory to relevant clinical experiences at these facilities. This agreement allows for Atlantic Technical College students enrolled in a Hemodialysis Technician 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.

## **STUDENT TRAINING AGREEMENT**

This **Student Training Agreement** ("Agreement") is made and entered into by and between **The School Board of Broward County, Florida for Atlantic Technical College** ("SBBC"), **DaVita Dialysis Contracting, LLC** on its own behalf and in its capacity as agent for DaVita Inc., and on behalf of and for the benefit of the following other affiliates of DaVita Inc.: Total Renal Care, Inc., Renal Life Link, Inc. DVA Renal Healthcare, Inc., and DVA Healthcare Renal Care, Inc. (together with DaVita Dialysis Contracting, LLC, collectively, "Company").

**WHEREAS**, SBBC offers to enrolled students a degree program in the field of Hemodialysis Technician ("Program"); and

**WHEREAS**, SBBC conducts and maintains a Program into which it admits properly qualified individuals for training ("Students"); and

**WHEREAS**, Company operates free-standing outpatient dialysis facilities, which are outlined on **Exhibit A** (each individually referred to as a "Facility", or collectively referred to as "Facilities");

**WHEREAS**, it is expressly agreed by the parties that wherever "Company" is used in this Agreement, its legal entity, as set forth on **Exhibit A**, is solely with respect to the Facility which the legal entity owns and operates; and

**WHEREAS**, Company conducts, maintains, and carries on a health-related activity and is willing to provide clinical training and/or observation to Students of SBBC, so long as such training does not interfere with Facilities' obligations to patients; and

**WHEREAS**, the parties desire to establish their respective rights, responsibilities, and obligations in the Program.

**NOW, THEREFORE**, in consideration of the agreements herein contained, it is hereby mutually agreed between SBBC and Company as follows:

### **1. RECITALS**

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

### **2. RESPONSIBILITIES OF SBBC:**

SBBC will perform the following acts, duties, and services:

a. SBBC will assign Students who have successfully completed appropriate classroom education and clinical training experience as Program internship participants to a chosen Facility.

b. Either SBBC will provide workers' compensation or other liability insurance as may be required for Students, or Students will be responsible for providing for their own health insurance. SBBC will advise Company of the arrangement and SBBC or Students will provide Company with evidence of the requested insurance.

c. On or before commencement of the Initial Term of this Agreement, SBBC will designate a representative to work with Facilities' representatives to coordinate the administrative and academic aspects of the Program internship. SBBC will not assign any faculty member to Facilities in connection with the operation of the Program internship who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with each Facility at all times.

d. SBBC will inform each Student that he or she is responsible for:

(i) respecting the confidentiality of Company's or Facility's patients and Facility's patient records (and enabling Facility's compliance with) the requirements of regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164, subparts A and E (the "Privacy Rule") and 45 C.F.R. Part 164, subparts A and C (the "Security Rule") for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended by any other statute, rule and/or regulation, including Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No., 111-5), otherwise known as the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively "HIPAA");

(ii) complying with all applicable rules, regulations, policies, and procedures of Company;

(iii) complying with all state laws and regulations regarding the scope of practice of student interns, including refraining from any unsupervised work normally performed by employees of the Facility;

(iv) wearing appropriate Facility attire;

(v) complying with all policies concerning universal precautions, including wearing personal protective equipment;

(vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;

(vii) providing Company with records of each Student's physical examinations, immunization statuses, and other medical tests as requested by Company and consistent with Company's policies;

(viii) obtaining written permission from Company and SBBC before publishing any material related to the Program experience; and

(ix) providing Company with any information it needs, including, without limitation, signing all requisite forms, to allow Company to conduct a background check on the Student (the background check will not include a report on the Student's credit capacity or credit history) and a drug test.

e. SBBC will obtain, upon request of Company, any authorization from Students necessary for the release of confidential records, including, without limitation, Students' medical records and educational records.

f. SBBC shall advise Students that they are not to receive wages during this Program internship, that they are not deemed employees of Company, that they will not be performing any vocational training duties unsupervised, that they are not covered by Company's workers' compensation insurance in case of injury, and that they should have no expectation of employment upon the conclusion of the Program internship.

g. SBBC shall remove any Student from participation in the Program internship upon Company's request for any reason deemed reasonable and sufficient by Company or Facility, in its sole discretion, provided that Company or Facility will exercise said removal rights in a nondiscriminatory manner.

h. SBBC shall be responsible for maintaining all records and reports concerning or in any way related to the participation of all Students in the Program internship and the Program. At no time shall the protected health information (as defined at 45 C.F.R. § 160.103) ("PHI") of any of Facility's patients appear in these records or reports, or in any other communication (written or oral) to the SBBC by either Facility or any Student. **Should the SBBC require access to any Facility PHI for any legitimate business or educational use under this Agreement, the SBBC shall execute a Business Associate Agreement with Facility PRIOR to receiving the PHI.**

i. SBBC shall require each Student to sign a Statement of Responsibility in the form attached hereto as **Exhibit B**, and a Confidential Information Agreement in the form attached hereto as **Exhibit C**.

j. EDUCATIONAL PLAN. SBBC faculty will prepare an educational plan in conjunction with DaVita Dialysis Contracting, LLC 's staff prior to the placement of students with DaVita Dialysis Contracting, LLC. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program as well as the ability of the Facility to accommodate the needs of the student. The faculty shall be responsible for maintaining cooperative relationships with DaVita Dialysis Contracting, LLC 's staff. DaVita Dialysis Contracting, LLC, shall provide opportunities for participating students to observe and assist in various aspects of patient care based on the ability of that particular Facility to accommodate the student. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes educational plan, student

evaluation, the results of an annual physical, all immunizations, urine drug screen and criminal background check) to DaVita Dialysis Contracting, LLC.

k. STUDENT EVALUATION. Upon the request of SBBC, DaVita Dialysis Contracting, LLC shall utilize its best efforts to assist in the overall evaluation of student performance at the clinical site. This evaluation includes employability criteria as well as the demonstration of actual hands-on skills. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. DaVita Dialysis Contracting, LLC shall be responsible at all times for patient care. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes educational plan, student evaluation, the results of an annual physical, all immunizations, urine drug screen and criminal background check) to DaVita Dialysis Contracting, LLC.

l. INFECTIOUS DISEASES AND STUDENT IMMUNIZATIONS. SBBC shall advise students of the risk of infectious diseases and that DaVita Dialysis Contracting, LLC is not responsible for exposure to infectious diseases that occur beyond their reasonable control. SBBC shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Tetanus, Diphtheria, and Pertussis (TDaP) and have received annual screening for Tuberculosis. SBBC shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens; (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes educational plan, student evaluation, the results of an annual physical, all immunizations, urine drug screen and criminal background check) to DaVita Dialysis Contracting, LLC.

m. CRIMINAL BACKGROUND CHECK AND DRUG SCREENING. All health science education students at Atlantic Technical College who participate in a clinical experience at a hospital, nursing home or other clinical facility, must take and successfully pass a criminal background check and a ten panel drug screening test. In accordance with the employment regulations and guidelines of the hospital, nursing home or clinical facility, students may be denied program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student regarding the results of criminal background check and drug screening (which includes educational plan, student evaluation, the results of an

annual physical, all immunizations, urine drug screen and criminal background check) to DaVita Dialysis Contracting, LLC.

### **3. RESPONSIBILITIES OF FACILITIES:**

Each Facility, acting by and through its Facility Administrator, will perform the following acts, duties, and services:

a. Facility will designate an employee who will act as a liaison between it and SBBC, as well as employees who will supervise the vocational training of the Student(s) on site.

b. Facility will provide Student(s) and faculty with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility's rules, regulations, policies, procedures, universal precautions, and confidentiality.

c. Facility shall provide Student(s) with a structured vocational training internship consistent with the Student's Program and supervision commensurate with the Program internship. Facility shall also provide personnel and related resources to implement the internship.

d. Facility shall permit Student(s) to use equipment at Facility, under employee supervision, as Facility determines appropriate, and Facility shall provide Students with access to its break room.

e. Facility shall provide, or be responsible for providing, at Students' expense, emergency medical care for any Student as may be necessary for any illness or injury arising from any activity the Student was engaged in as part of the Program internship. The Student or SBBC is responsible for paying the Student's medical expenses. Nothing in this Agreement shall be construed as an assumption of liability by Company or Facility for any injury suffered by a Student during his or her experience at Facility.

f. Company and Facility retain the right to request removal of any Student from participation in the Program internship who, for any reason deemed sufficient by Company or Facility, in its sole discretion, is not complying with the terms and conditions of this Agreement or Facility's policies and procedures; is disruptive; is behaving in a manner detrimental to the Facility and/or Facility's patients, including drug or alcohol use; or is not participating in the Program internship at a level which will permit the Student to achieve the benefits of his/her experience; provided; however, that Company or Facility exercises said privilege in a nondiscriminatory manner.

g. Facility shall provide SBBC with periodic reports, in the format requested by SBBC, concerning the progress of Student(s). However, SBBC shall at all times remain solely responsible for the evaluation and grading of Student(s).

h. SBBC acknowledges that Facility is not responsible for the design or implementation of the Program internship but is merely affording Students an opportunity to



secure an observational and/or clinical training experience in a setting different from that maintained by SBBC.

#### **4. MUTUAL RESPONSIBILITIES:**

SBBC and Facilities, in cooperation and collaboration with each other, agree as follows:

a. The parties agree to meet, at reasonably noticed and scheduled meetings, to plan and implement the learning experiences of Students.

b. Both parties shall agree on the period of time for each Student's experience prior to the beginning of the Program internship.

c. Both parties shall agree on the number of Students, necessary qualifications, and experience for the Program internship participants subject to space, time, and needs limitations.

#### **5. CONFIDENTIALITY OF FACILITY RECORDS:**

SBBC and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information, by law, of Company, Facility and/or its patients, and not disclose or reveal any confidential information to any third party without the express prior written consent of Company or Facility. SBBC shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Company or Facility.

SBBC, and its agents, students, faculty, representatives, and employees, and Company, Facility, and its agents and employees, mutually agree to comply with the relevant provisions of HIPAA. Both parties acknowledge and agree that, from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both parties further acknowledge and agree to comply with requests by either party related to HIPAA.

Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Company and Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to SBBC. SBBC acknowledges and recognizes that the unauthorized disclosure of confidential information, Protected Health Information ("PHI"), as defined by HIPAA, or the terms of this Agreement, unless specifically required by federal, state, or other law, shall be a material breach and Company or Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of SBBC, to enjoin any threatened or actual breach of this Agreement by SBBC, its agents, students, faculty, representatives, and employees, as appropriate, and/or to recover any damages resulting from the breach hereof and recover reasonable attorneys' fees and costs of prosecuting any such action.

## **6. CONFIDENTIALITY OF STUDENT INFORMATION:**

Notwithstanding any provision to the contrary within this Agreement, Company:

a. shall 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. understands that information received from SBBC regarding students participating in the Program is subject to the provisions of FERPA and the Facility and Company shall to use such information only for the purpose for which it was disclosed and not to make it available to any third party without obtaining the student's consent.

c. shall 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 be 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 SBBC upon request,

d. shall 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. shall 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. shall use its best efforts to fully cooperate with appropriate SBBC Staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner, and

g. shall prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to Section 501.171, Florida Statutes.

## **7. TERM AND TERMINATION:**

a. Unless terminated sooner by either party in accordance with this Agreement, this Agreement shall commence upon the execution of all parties and shall conclude on December 31, 2023 ("Initial Term").

b. This Agreement may be terminated by either party, with or without cause, following thirty (30) days advance written notice by certified, registered mail to the other party. No termination shall be effective until the completion of the Program internship by those Students participating in the Program internship at the time the notice is given, unless Facility, in its absolute and sole discretion, discovers that the performance of this Agreement exposes Facility's patients and/or employees to harm or potential harm.

**8. INDEMNIFICATION:**

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with the negligent, reckless, or intentional acts or omissions of the indemnifying party, its faculty, employees, officers, or Students while in the conduct of the Program internship.

**9. NO REMUNERATION:**

No pay or remuneration will be given to either party for participation in the Program internship under this Agreement.

**10. COMPLIANCE:**

SBBC and Company agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. SBBC and Company will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

**11. INSURANCE:**

a. SBBC's Insurance Requirements. During the term of this Agreement, SBBC hereby agrees to maintain with commercial carriers or maintain through a self-funded insurance program, as applicable, at all times and at SBBC's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000), naming Company as an additional insured to the General Liability policy; (ii) Statutory Workers' Compensation insurance, other personal injury insurance for Students, or Students will be responsible for providing for their own health insurance; and (iii) Automobile Liability insurance with coverage of One Million Dollars (\$1,000,000) per occurrence.

b. Company's Insurance Requirements. During the term of this Agreement, Company hereby agrees to maintain with commercial carriers or maintain through a self-funded insurance program, as applicable, at all times and at Company's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000); and (ii) Statutory Workers' Compensation insurance and unemployment insurance covering all employees, in accordance with applicable state statutory limits for workers' compensation.

c. Certificates of Insurance. Company and SBBC shall provide upon execution of this Agreement hereunder or at any time upon request, certificates of insurance or other

documents in the case of a self insured programs evidencing the coverage required hereby, and shall notify the other party immediately (within at least 30 days) of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage. Company and SBBC's coverage may be carried through a self-funded insurance program(s).

**12. GENERAL PROVISIONS:**

a. Status of Parties. The parties agree that the staff and Students of SBBC participating in the Program internship are independent contractors, and, as such, are not the employees or agents of Company or Facility and are not entitled to any benefits from Company, including, but not limited to, workers' compensation, unemployment compensation, medical treatment (except as hereinabove provided), insurance, or any other benefits provided by Company to its employees, except as specifically required by law, and, in such case, only to the extent and for the purposes so required. SBBC shall be liable for its own debts, obligations, acts, and omissions, including, without limitation, the payment of all required withholding, social security, and other taxes or benefits. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties hereto.

b. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, understandings, negotiations, and representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.

c. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

d. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

e. Notices. Any notice or communication required or permitted to be sent to the parties shall be in writing and shall be deemed to have been sufficiently and effectively given if mailed by certified or registered mail, return receipt requested, addressed to:

If to Company: **DaVita Dialysis Contracting, LLC**  
c/o DaVita Inc.  
2000 16<sup>th</sup> Street, 13<sup>th</sup> Floor  
Denver, Colorado 80202  
Attention: Group General Counsel

With copies to: **DaVita Inc.**  
2000 16<sup>th</sup> Street  
Denver, Colorado 80202  
Attention: General Counsel

and See List of Facilities at **Exhibit A**  
c/o DaVita Inc.  
Attention: Facility Administrator

If to Sponsoring  
Institution: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With Copies to: Principal  
Atlantic Technical College  
The School Board of Broward County, Florida  
4700 Coconut Creek Parkway  
Coconut Creek, FL 33063

f. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of Florida, without regard to the conflicts of laws principles thereof.

g. Severability. Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, then, and in that event, it is the intention of the parties that the remainder of said Agreement shall remain in full force and effect.

h. Nonexclusive Agreement. This Agreement is nonexclusive. Either party reserves the right to participate in other clinical training programs.

i. Nondiscrimination. Neither the SBBC nor the Company will discriminate against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, Vietnam-era veteran status, or any other protected class status.

j. Assignment. Neither party may assign this Agreement to any party or entity without the prior written consent of the other party. This Agreement inures solely to the benefit of the parties hereto and any permitted assigns, and does not, and will not, be construed to create any third-party rights, including, without limitation, any third-party beneficiary rights to Students. Notwithstanding the foregoing, Company may assign this Agreement to any of its affiliates or subsidiaries without the consent of SBBC. This Agreement will be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of Company. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

k. Amendment. This Agreement shall not be amended or modified, except by an instrument in writing duly executed by the parties hereto.

l. Name or Logo. Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which approval shall not be unreasonably withheld.

m. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies of signatures sent by facsimile transmission will be deemed to be originals.

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

o. Approval by DaVita Inc. ("DaVita") as to Form. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita as to the form of hereof.

p. Public Records. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

q. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

r. 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.

s. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

t. Independent Contractor. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

u. 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.

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

w. 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.

x. 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.

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have signed and delivered this Agreement as of the date indicated next to their signature below to be effective as set forth in paragraph 5 of this Agreement. Additionally, Company's signature below shall be recognized as that legal entity individually signing solely with respect to each Facility it owns and operates as set forth on **Exhibit A**.

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**SBBC:**  
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA  
for Atlantic Technical College

ATTEST:

By   
Donna P. Korn, Chair

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

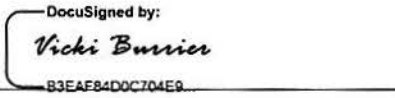


Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: DaVita Dialysis Contracting, LLC on its own  
behalf and in its capacity as agent for Davita Inc.  
and for the benefit of of other affiliates of DaVita Inc.  
Date: 2020.03.02 07:29:23 -05'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**Company:**  
**DaVita Dialysis Contracting, LLC**

By:  DocuSigned by:  
B3EAF84D0C704E9

March 16, 2020  
Date

Name: Vicki Burrier

Title: Division Vice President

**Approved as to Form for DaVita Inc.:**

By:  DocuSigned by:  
BD40886FB34046F

Name: Lara Zarzecki

Title: ~~Senior Corporate Counsel~~ Senior Corporate Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**EXHIBIT A**

**FACILITIES**

**Pompano Beach Artificial Kidney Center  
600 SW 3<sup>rd</sup> Street, Suite 1100  
Pompano Beach, FL 33060**

**Tamarac Artificial Kidney Center  
7140 W. McNab Road  
Tamarac, FL 33321**

**South Broward Artificial Kidney Center  
4401 Hollywood Blvd.  
Hollywood, FL 33021**

**Pine Island Kidney Center  
1871 N. Pine Island Road  
Plantation, FL 33322**

**Complete Dialysis Care  
7467 W. Sample Road  
Coral Springs, FL 33065**

**Embassy Lakes Artificial Kidney Center  
11011 Sheridan Street, Suite 308  
Hollywood, FL 33026**

**Plantation Dialysis  
7061 Cypress Road, Suite 103  
Plantation, FL 33317**

**Broward Dialysis  
1500 N. Federal Highway, Suite 100  
Ft. Lauderdale, FL 33304**

**Advance Dialysis Center of Fort Lauderdale  
911 E. Oakland Park Blvd.  
Oakland Park, FL 33334**

**Pembroke Pines Dialysis  
12145 Pembroke Road  
Pembroke Pines, FL 33025**

**Fort Lauderdale Dixie Dialysis  
1299 E. Commercial Blvd., Suite 100  
Oakland Park, FL 33334**

**Hallandale Dialysis  
2655 Hollywood Blvd  
Hollywood, FL 33020**

**South Florida Dialysis  
One Oakwood Blvd., Suite 100  
Hollywood, FL 33020**

**Davie City Dialysis  
7950 SW 30<sup>th</sup> Street  
Davie, FL 33328**

## EXHIBIT B

### STATEMENT OF STUDENT'S RESPONSIBILITIES

I acknowledge that I voluntarily agree to participate in a student training program centered around the proper and safe operation of providing dialysis and/or peritoneal related services to patients with end-stage renal disease (the "Student Internship Program") operated by DaVita Dialysis Contracting, LLC ("Company"), which will be administered under the laws and regulations of the state where I complete the Student Internship Program. I understand that more information on Student Internship Program state laws and restrictions is available through my Facility administrator at the Student Internship Program Facility.

I also acknowledge and agree that in order to participate in the Student Internship Program and observe Company patients, I agree to act within the scope of instructions given to me, and I will always conduct myself in a safe and prudent manner. I also acknowledge that I have discussed and will continue to discuss the Facility operations with the appropriate members of the care team and/or faculty members of The School Board of Broward County, Florida for Atlantic Technical College ("SBBC"), and have learned about the various risks and dangers that I may be exposed to when I enter the Facility. The risks we have discussed include, without limitation, the risk of exposure to blood products and fluids, which could result in exposure to and infection with the AIDS virus or hepatitis, as well as the risk of exposure to other infectious diseases, such as tuberculosis and other airborne diseases or pathogens and other inherent risks associated with interacting with the public and patients at the Facility.

I also understand I will not be asked to, and will not, enter any patient record information or submit any billing or reimbursement information under health care programs. All billing and patient information is entered by Company employees.

It is the intention of the Company that my Student Internship Program experience and activities be educational, pleasant, and rewarding. In the event that any Student Internship Program experience or observation I see which is questionable, objectionable or if I am uncomfortable with a task I am asked to do, I am urged to seek out Facility or Company management to voice my concerns privately with a Company manager. I am also free to call the DaVita Compliance Hotline at 888.458.5848 in the event I feel my concerns are not properly addressed in the Facility.

For and in consideration of the benefit provided to me in the form of observing, monitoring and assisting with appropriate administrative and clinical tasks detailed to me by the Facility manager or the mentor assigned to me, I and my 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 me while participating in the Student Internship Program operated by SBBC at the Facility.

In addition to the foregoing, I and my heirs, successors, and/or assigns hereby covenant and agree to indemnify and hold harmless Company and Facility for any injury or loss sustained by me while participating in the Student Internship Program operated by SBBC at Facility, or any injury or loss arising from my actions while participating in the Student Internship Program or being at the Facility.

Any capitalized terms not otherwise defined herein this **Exhibit B** have the meaning ascribed to them in the Student Training Agreement between Company and SBBC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Student (Print Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness (Print Name)

Student was given a copy of this form: \_\_\_\_\_ (Company employee initials)

## EXHIBIT C

### CONFIDENTIAL INFORMATION AGREEMENT (“Agreement”)

I understand the importance of preserving the confidential nature of the information of DaVita Dialysis Contracting, LLC (“Company”). This includes, but is not limited to, DaVita Inc.’s, Company’s, and Facility’s data and records relative to business interests, computer systems and programs, projections, business plans, inventions, trade secrets, know-how, as well as information wherein DaVita Inc., Company, or Facility has an obligation of confidentiality to a third party and information concerning any patient, employee, physician, independent contractor, student, fellow, or volunteer. I understand the necessity that such information not be compromised for any reason other than necessary business or medical communications and treatment needs.

I further understand that patient information, including but not limited to Protected Health Information, as defined by the HIPAA Privacy Rule at 45 C.F.R. 160.103 (“PHI”), is confidential and not to be discussed with or disseminated to anyone, either inside or outside Company, except on an as-needed basis for the treatment of the individual, payment related thereto, or for Company’s healthcare operations in compliance with federal and state regulations. Unauthorized dissemination may be a violation of federal and state laws. My obligations with regard to this PHI include, but are not limited to, the following:

- (a) I agree to not use or disclose PHI other than as permitted or required by this Agreement or as permitted or required by law.
- (b) I agree to use appropriate physical and technical safeguards to prevent the use or disclosure of DaVita’s or Company’s PHI for any purpose other than pursuant to SBBC’s underlying Student Training Agreement.
- (c) I shall implement and maintain safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (“e-PHI”) that I create, receive, maintain or transmit on behalf of DaVita or Company.
- (d) I agree that upon termination of this Agreement, SBBC’s Student Training Agreement, or the expiration or termination of my internship with Company, I will return or destroy all PHI received from or created or received on behalf of DaVita or Company. In the event that DaVita or Company determines that return or destruction is not feasible, I will extend the protections required in this Subsection (d) to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (e) Company and I agree to comply with all applicable rules and regulations promulgated under HIPAA in effect.
- (f) I will report to Company, within a reasonable time period of discovery, any (i) Security Incident, or (ii) Security Breach as defined at 45 C.F.R. Part 164, Subpart D. My report will include:

- (i) The nature of the non-permitted use or disclosure including how such use or disclosure was made;
- (ii) The unsecured PHI used or disclosed;
- (iii) If possible and applicable, the identity of the person/entity who received the unsecured PHI;
- (iv) What corrective action I took (if applicable);
- (v) What I did to mitigate any deleterious effect (if applicable); and
- (vi) Such other information as Company or DaVita may request.

(g) At all times during the term of this Agreement, I will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including DaVita's or Company's PHI.

I am also aware and fully understand that any violation of this Agreement is grounds for corrective action, up to and including immediate termination of any agreement between Company or DaVita and any of their subsidiaries and/or related organizations by which I am bound.

(Any capitalized terms not defined in this Agreement will have the meaning given to them in the underlying Student Training Agreement between SBBC and Company.)

Student's Name Printed \_\_\_\_\_

Signature \_\_\_\_\_

SBBC \_\_\_\_\_

Date \_\_\_\_\_