

AFFILIATION AGREEMENT FOR THE HEALTH SCIENCE EDUCATION PROGRAM

THIS AFFILIATION AGREEMENT FOR THE HEALTH SCIENCE EDUCATION PROGRAM STUDENTS ("Agreement"), is made and entered into this 1st day of October 2020, by and between The School Board of Broward County, Florida, ("School Board"), and the **SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM** ("Hospital District").

WITNESSETH

WHEREAS, the School Board wishes to provide a clinical education experience to its students enrolled in the School Board's Health Science Education Program ("Students"); and

WHEREAS, the Hospital District is willing to provide this clinical education experience in accordance with the terms and conditions set forth herein; and

WHEREAS, the purpose of this Agreement is to establish a mutually beneficial affiliation between the parties by providing Students with a clinical education experience at the Hospital District in order to support their development and the attainment of their professional goals. The above referenced clinical education experience shall be referred to as the "Clinical Program" or "Program," as described in further detail in paragraph 1(A) below.

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

1. Responsibilities of School Board:

(A) Clinical Program. The School Board shall be responsible for the implementation of the clinical component of the Program at the Hospital District, which Program shall be approved in advance by the Hospital District. Such responsibilities include, but are not be limited to the following:

- (i) Providing qualified and competent instruction in the classroom;
- (ii) Maintaining responsibility for the instruction and academic supervision of its Students assigned to the Hospital District;
- (iii) Evaluating the Students in their didactic work;
- (iv) Notifying the Hospital District of the number of Students and the affiliation periods;
- (v) Providing the Hospital District with information regarding each Student's level of training;
- (vi) Providing the Hospital District with objectives and guidelines for each phase of the learning experience;
- (vii) Contacting the Hospital District at least once each semester or as often as it is deemed necessary or as required by the Hospital District;
- (viii) Instructing Students, in cooperation with the Hospital District, on the rules and regulations of the Hospital District applicable to the Students, and holding Students responsible for same; provided, however that this does not



preclude the Hospital District from providing further orientation to the Students; and

- (ix) Submitting a copy of the Program’s objectives to the Hospital District prior to execution of this Agreement.

(B) Liability Insurance Coverage: The School Board shall maintain for itself and shall cover the Students or shall require the Students to obtain and maintain appropriate professional liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the annual aggregate, with insurance carriers or self-insurance programs acceptable to the Hospital District. The School Board further warrants that it will keep and shall require the Students to keep, if applicable, such professional liability insurance in full force and effect during the term of this Agreement and for the period provided by the applicable statute of limitations following the termination or expiration of this Agreement. The School Board shall provide proof of insurance to Hospital District. The School Board shall give the Hospital District written notice within ten (10) days of any reductions, cancellation or non-renewal of such insurance, in which event the Hospital District may terminate this Agreement.

(C) Indemnification. The School Board agrees to indemnify, defend and hold harmless the Hospital District and its affiliates, employees, agents, commissioners and directors from and against any and all claims, losses, damages, suits, costs, including but not limited to reasonable attorney’s fees and expenses of litigation (collectively “Claims”) up to the limits of Section 768.28, Florida Statutes arising out of or relating to the negligent acts or omissions of the School Board, its employees, and Students in connection with this Agreement; provided that the indemnities herein do not extend to any and all Claims arising from or in any way related to the acts or omissions of the Hospital District, its affiliates, agents, subsidiaries or successors, now existing or hereinafter created, and each of their respective employees, staff, officers, directors, associates, agents, and representatives.

(D) Cooperation. Each party shall notify one another as soon as possible of any adverse event which may result in liability to the other parties. It is the intention of the parties to fully cooperate in the disposition of all audits, actions, or claims arising out of this Agreement. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from the activities performed under this Agreement and making witnesses available.

(E) School Health. The School Board shall advise Students of the risks of infectious diseases in the hospital setting, and the fact that the Hospital District is not responsible for exposures to infectious diseases that occur beyond the Hospital District’s reasonable control. Prior to each Student’s participation in the clinical education experience, the School Board shall ensure that all Students:

- (i) Are advised that they should be vaccinated against;
 - 1) Measles, Mumps, and Rubella (MMR) (2) or titers,
 - 2) Hepatitis B (3) or titers
 - 3) Tetanus, Diphtheria (TD), and Pertussis or (Tdap) within the last ten years
- (ii) Can verify either immunity, or lack of immunity to varicella, measles, mumps, and rubella through a titer, or documented positive history of chicken pox, measles, mumps, and rubella;



- (iii) Undergo annual screening for tuberculosis;
- (iv) Undergo annual health screening including negative purified protein derivative (PPD) or proof of a positive PPD along with negative chest x-ray dated after the positive PPD on file and Hospital District signs and symptoms attestation form dated within the last 365 days. No QuantiFERON gold;
- (v) Flu shot (seasonal) October 1- March 31. No exceptions allowed starting in flu season;
- (vi) Eight (8) panel drug test or higher;
- (vii) Are free from contagious diseases and do not otherwise present a health hazard to the Hospital District's patients, employees, volunteers, or guests.

(F) Background Screening. School Board and/or Student shall be responsible for arranging the following screenings for the Student:

- (i) Tri county (Broward, Miami-Dade, Palm Beach) background check
- (ii) State/Florida Department of Law Enforcement (FDLE) background check
- (iii) National background check
- (iv) Sexual Predator background check
- (v) Office of the Inspector General (OIG) Sanctions & Exclusions Check
- (vi) Employment verification – the last year
- (vii) Fingerprinting (may vary depending on the type of student)

(G) Certification. The School Board shall ensure that any Student working with patients has a certification in Basic Life Support (BLS).

(H) Emergency Care. School Board and/or the Student shall be responsible for arranging for the Student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the Program at the Hospital District. However, Hospital District shall provide emergency outpatient treatment in accordance with federal and State of Florida ("State") law. The Hospital District shall not bear the cost of the emergency outpatient treatment or any follow-up care or hospitalization, and the cost of all of the foregoing shall be borne by the Student.

(I) Hospital District Rules. The School Board shall inform each Student that he or she is required to comply with the Hospital District's rules, regulations and policies, as well as State and federal laws, rules and regulations.

(J) Student File. The School Board and/or Student understand and agree to use Hospital District's electronic onboarding system. The School Board and/or Student understand that he/she or it is financially responsible for any and all fees associated with the use of Hospital District's electronic onboarding system. The School Board and/or Student is responsible for and shall maintain current the student's file within the electronic onboarding system.



(K) School Board Disclosure of Education Records.

I. School Board will provide the following Education Records to the Hospital District.

- a) Educational Plan - Including student name, contact information, learning objectives, and level of training.

Purpose: To provide the Hospital District with guidelines for training students.

- b) Student Immunization Records and Annual Physical Results – Including:

- (i) Results of MMR (2) or titers, Tetanus, Diphtheria (TD) and Pertussis (Tdap) within the last ten years, Hepatitis B (3) or titers, verification of immunity, or lack of immunity to varicella, measles, mumps, and rubella through a titer, or documented positive history of chicken pox, measles, mumps, and rubella;
- (ii) Verification of either immunity, or lack of immunity to varicella, measles, mumps, and rubella through a titer, or documented positive history of chicken pox, measles, mumps, and rubella;
- (iii) Proof that Students have undergone annual screening for tuberculosis;
- (iv) Proof that Students have undergone annual health screening including negative Tuberculin Skin Test (PPD) or proof of a positive PPD along with negative chest X-Ray dated after the positive PPD on file and Hospital District signs and symptoms attestation form dated within the last 365 days. No QuantiFERON gold;
- (v) Verification of a Flu shot (seasonal) October 1- March 31. No exceptions allowed.
- (vi) Proof that Students are free from contagious diseases and do not otherwise present a health hazard to the Hospital District's patients, employees, volunteers or guests.

Purpose: Hospital District requires proof of immunizations and overall good health of student prior to entry in the clinical site.

- c) Background Check, Including Criminal Background Check - to include:
- (i) Tri county (Broward, Miami-Dade, Palm Beach) Level 2 background check
 - (ii) State/FDLE background check
 - (iii) National background check
 - (iv) Sexual Predator background check
 - (v) OIG Sanctions & Exclusions Check
 - (vi) Employment verification – the last year
 - (vii)Fingerprinting (may vary depending on the type of student)

Purpose: Hospital District requires background check prior to entry in the



clinical site.

- d) Drug Screening – Including Eight (8) panel drug test or higher results.

Purpose: Hospital District requires drug screening prior to entry in the clinical site.

2. Consent Requirement.

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

(L) Hospital District Confidentiality of Education Records.

1. Notwithstanding any provision to the contrary within this Agreement, Hospital District 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 Board 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 Board 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 Board 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 Board any direct costs incurred by School Board 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 Board with the name and contact information of its employee who shall serve as School Board's primary security contact and shall be available to assist School Board 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 Board, and any party contracting with School Board 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 Board's request, return to School Board or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide School Board with a written acknowledgment of said disposition.

3. Responsibilities of Hospital District:

(A) The Hospital District will provide supervised clinical education experience based on objectives which are compatible with those of the School Board.

(B) The Hospital District will provide qualified personnel to supervise the Students and shall designate a staff member to serve as the School Board's Program coordinator ("Coordinator") who will serve as a liaison between the School Board and the Hospital District.

(C) The Hospital District agrees to make the following facilities available to the Students in order to provide a clinical education experience for the Students:

- (i) Cafeteria facilities, if available, shall be open to the Students while on assignment at the Hospital District. The cost of meals at such facilities shall be borne by said Students.
- (ii) Hospital District library facilities used by Hospital District staff members shall be open to the Students.
- (iii) Vehicular parking at the Hospital District shall be provided for the Students.
- (iv) Various departments of Hospital District's Hospitals shall be made available to the Students participating in the clinical education experience; provided, however, that the Hospital District shall retain the ultimate responsibility of the supervision of patient care.



(D) Self-Insurance. Hospital District shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify the School Board, for, and defend it against, tort liabilities sought to be imposed upon the School Board solely as a result of the actual or alleged liability for the acts or omissions of Hospital District, or its employees or agents acting within the scope of their duties for Hospital District. The duty to defend may be satisfied by providing a defense in kind, or, at Hospital District's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Hospital District or School Board in excess of the amount of Hospital District's or School Board's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in the Agreement shall be deemed to require indemnification by Hospital District or School Board of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat., or otherwise operate to increase Hospital District's limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of Hospital District or School Board for the acts or omissions of any party other than itself, its agents, and its employees. Hospital District agrees to keep such self-insurance in force during the term of this Agreement and all applicable statute of limitations periods. Confirmation of the existence and maintenance of said self-insurance shall be provided by Hospital District upon School Board's request.

(E) Limitation of Liability. Nothing in this Agreement shall be deemed to require indemnification by Hospital District or School Board of any party for an amount greater than the limitation of liability for tort claims under §768.28, Fla. Stat., or otherwise operate to increase Hospital District's or School Board's limitations of liability for tort claims under §768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of Hospital District or School Board for the acts or omissions of any party other than itself, its agents, and its employees.

(F) Orientation. The Hospital District shall orient Students and faculty, if any, to applicable Hospital District rules, regulations, policies, and procedures.

(G) Student Evaluations. The Hospital District shall complete and promptly return Student evaluations on forms provided by School Board.

(H) Accrediting Body Visits. The Hospital District will permit representatives from School Board's accrediting bodies to visit upon receipt of reasonable prior written notice.

3. Withdrawal of Students. The Hospital District shall have the right to terminate any Student's participation in the Program without prior notice to the School Board, in the Hospital District's sole discretion. The Hospital District may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. The Hospital District will notify the School Board of either of such events as soon thereafter as possible.

4. Independent Contractor. Students of the School Board shall be considered students and shall not be deemed to be employees of either party for purposes of compensation, fringe benefits,



worker's compensations, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the clinical education experience. Each Student will be placed with the Hospital District in order to receive a clinical education experience as part of his or her academic curriculum; those duties performed by a Student are not performed as an employee, but in fulfillment of these academic requirements and are performed under the direction and supervision of an appropriately qualified healthcare provider employed by, on staff of, or affiliated with Hospital District. At no time shall Students replace or substitute for any employee of the Hospital District. The parties hereto agree that the Students shall perform services for the sole consideration of obtaining an educational experience, and under no circumstances shall any Student or faculty member of the School Board be considered an agent, employee or volunteer of the Hospital District.

5. Drug Free Workplace. It is understood and agreed that the Hospital District is a drug free workplace. All Students must comply with Hospital District's drug testing policies and procedures and criminal background checks in the same manner as the Hospital District employees.

6. Non-Discrimination. During performance of this Agreement, School Board, Hospital District, all Students, and any subcontractor and/or joint venture shall not discriminate on the basis of race, color, gender, national origin, sexual orientation or any other category specifically protected by all applicable laws, in the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of this Agreement. No person shall be denied access to or the benefits of the Program on the basis of race, color, sex, sexual orientation, age, religion, national origin, marital status, handicap, or disability, unless otherwise allowed by the law.

7. Excluded Provider. The School Board hereby represents and warrants that the School Board and any of its employees and subcontractors that provide goods and/or services under this Agreement are not and at no time have been excluded from participation in any federally funded health care program or any other federally funded program or federal contract, including Medicare and Medicaid and that neither it nor any affiliate is currently on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287 of the Florida Statutes. The School Board hereby agrees to promptly notify Hospital District of any threatened, proposed, or actual exclusion of said individuals from any federally funded health care program or any other federally funded program or federal contract, including Medicare and Medicaid or listing on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287 of the Florida Statutes. Hospital District has the right to immediately terminate this Agreement upon notice that the School Board is debarred or excluded from participating in federal health care programs or listing on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287 of the Florida Statutes.

8. Confidentiality. The School Board and its agents, Students, faculty and employees agree to keep strictly confidential and hold in trust all confidential information of the Hospital District and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the Hospital District. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide the Hospital District with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the School Board.



9. **Compliance with Laws.** Each party to this Agreement, and all Students, shall comply with all applicable State and federal laws, rules and regulations, including, but not limited to HIPAA regulations and all applicable Joint Commission standards. School Board shall inform Students that they are required to comply with all applicable State and federal laws, rules and regulations, including but not limited to, HIPAA regulations and all laws and regulations relating to patient confidentiality.

10. **Public Records Law.** School Board understands that Hospital District is a political subdivision of the State of Florida and, as such, is subject to Ch. 119, Fla. Stat., commonly known as Florida’s Public Records Law. School Board must keep and maintain the public records required to perform under this Agreement (“Memorial Records”). Additionally, pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party’s possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party’s records stored electronically must be provided to SBBC in a format that is compatible with SBBC’s information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney’s fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets. Neither party shall be deemed to be in breach of the Agreement for withholding records when release is not permitted by law or for disclosing records when required by law.

11. **Term.** The initial term of this Agreement shall be three (3) year(s), commencing on November 1, 2020, and conclude on October 31, 2023. The parties may extend the Agreement by mutual written agreement of the parties. Either party hereto may terminate this Agreement without cause at any time by giving to the other party at least thirty (30) days’ prior written notice. Notwithstanding said termination, Students participating in the Program at the time of the termination shall be allowed to complete the clinical education experience; such completion period shall not exceed six (6) months, unless otherwise agreed to in writing by the Hospital District and the School Board. However, no other Student shall be enrolled after the date upon which notice of termination has been provided.

12. **Notices.** Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepared certified mail, return receipt requested, addressed as follows:

SCHOOL BOARD:
Superintendent of Schools
The School Board of Broward
County, Florida

HOSPITAL DISTRICT:
President and Chief Executive Officer
South Broward Hospital District
3111 Stirling Road



600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Hollywood, Florida 33312

With a copy to:

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

With a copy to:

Senior Vice President and
General Counsel
South Broward Hospital District
3111 Stirling Road
Hollywood, Florida 33312

or to such other address, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

13. **Counterparts; Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement. The Parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act and the Florida Uniform Electronic Transaction Act, and any document accepted, executed or agreed to in conformity with such law will be binding on both parties the same as if it were physically executed. The affixing of the parties of their actual signatures to this Agreement, and delivery then by facsimile or scanned copy attached to an email, shall constitute sufficient delivery, communication and record of the formation of this transaction.

14. **Miscellaneous.** The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties hereto, and no other terms or conditions in the future shall be valid and binding on either party unless reduced to in writing and executed by all parties. The Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action, whether at law or in equity, shall be commenced and maintained and venue shall properly be in Broward County, Florida. This Agreement may not be amended unless in writing and executed by all parties. The School Board may not assign this Agreement without the prior written consent of the Hospital District in its sole discretion and any purported assignment shall be null and void.

15. **Background Screening.** Hospital District agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by School Board in advance of Hospital District or its personnel providing any services under the conditions described in the previous sentence. Hospital District shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Hospital District and its personnel. The parties agree that the failure of Hospital District to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, Hospital District agrees to indemnify and hold harmless School Board, its officers and employees from any liability in the form of physical or mental injury, death or



property damage resulting from Hospital District's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by School Board or Hospital District of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

16. 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 paragraph 11.

17. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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.

18. Severability. If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

19. 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.

20. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising



under this Agreement.

21. 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.

22. Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse School Board, 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.

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

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

IN WITNESS WHEREOF, Hospital District and School Board have duly executed this Agreement on the date first written below:

By: *Aurelio Fernandez* Aurelio Fernandez Date: 8/3/2020
DocuSigned by: 503B38AAF7E44DB...

Name: SOUTH BROWARD HOSPITAL DISTRICT

Title: CEO

(Signature page to follow)



FOR SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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