

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">7/24/2012</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Open Agenda</div> Yes <input checked="" type="checkbox"/> No	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Special Order Request</div> Yes <input checked="" type="checkbox"/> No
		Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">F-4</div>

<b>TITLE:</b>	Continuation agreement with Joe DiMaggio Children's Hospital for Educational Services to Hospitalized Students, Grades K - 12
<b>REQUESTED ACTION:</b>	Approve the continuation agreement for the provision of educational services to students who are patients hospitalized for short, intermittent or long term care by the following provider: Joe DiMaggio Children's Hospital Memorial Health Care Systems/South Broward Hospital District. The term of this agreement shall commence on July 1, 2012 and conclude on June 15, 2013.
<b>SUMMARY EXPLANATION AND BACKGROUND:</b>	Joe DiMaggio's Children's Hospital serves Broward County Public School students who have chronic medical conditions that require specialized treatments intermittently throughout the school year or for extended periods of time. This agreement allows for instructional flexibility by assigning an onsite teacher to provide the educational services.  This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
<b>SCHOOL BOARD GOALS:</b>	<input checked="" type="checkbox"/> • Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education. <input type="checkbox"/> • Goal Two: Improve the health and wellness of students and personnel. <input type="checkbox"/> • Goal Three: Provide a safe and secure physical and technological environment for all students and employees. <input type="checkbox"/> • Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position. <input type="checkbox"/> • Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel. <input type="checkbox"/> • Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level. <input type="checkbox"/> • Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.
<b>FINANCIAL IMPACT:</b>	There is no financial impact to the District. The program will be supported by funds generated by Exceptional Student Education FTE. In the event of insufficient FTE funding generated, per the agreement, the hospital will reimburse The School Board of Broward County, Florida any shortfall costs by June 15th of the current school year.
<b>EXHIBITS: (List)</b>	Executive Summary Agreement
<b>BOARD ACTION:</b>  <div style="text-align: center; font-weight: bold; font-size: 1.2em;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>	<b>SOURCE OF ADDITIONAL INFORMATION:</b> Kathrine Francis                      754-321-2560 Denise Rusnak                        754 321-2225 <hr/> <div style="display: flex; justify-content: space-between;"><span>Name</span><span>Phone</span></div>

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**Chief Academic Officer**  
**Academics**

*Kathrine Francis*

Approved in Open Board Meeting  
on:

**JUL 24 2012**

By:  
Form #4189  
Revised 10/11  
RWR/KF/DR:ct

*Lena Murray*

School Board Chair

***Special Education and Support***  
**EXECUTIVE SUMMARY**

AGENCY AGREEMENT	PROVIDER/AGENCY
<b>Agency Name</b>	Joe DiMaggio Children's Hospital
<b>Status</b>	Continuation of agreement with Joe DiMaggio Children's Hospital for Educational Services to Hospitalized Students, Grades K - 12
<b>Funds Requested</b>	None
<b>Financial Impact Statement</b>	<p>The program will be supported by funds generated by Exceptional Student Education FTE.</p> <p>In the event of insufficient FTE funding generated, per the agreement, the hospital will reimburse The School Board of Broward County, Florida any shortfall costs by June 15th of the current school year.</p> <p>There is no additional financial impact to the District.</p>
<b>Managing Department</b>	Special Education and Support Division
<b>Source of Additional Information</b>	<p>Kathrine Francis, Executive Director (754)321-2560</p> <p>Denise Rusnak, Director (754) 321-2225</p>
<b>Project Description</b>	<p>Some students need to be hospitalized for the full school day even though the medical treatment may require a much shorter period of time to administer.</p> <p>The District and hospital work collaboratively to provide for the medical and the educational needs of each student.</p>

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 24<sup>th</sup> day of July 2012,  
by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SOUTH BROWARD HOSPITAL DISTRICT/MEMORIAL HEALTH CARE SYSTEM**

(hereinafter referred to as "AGENCY")  
whose principal place of business is  
3501 Johnson Street, Hollywood, Florida 33021

**WHEREAS**, the SBBC must fulfill its constitutional obligation to educate children of compulsory school age; and

**WHEREAS**, the AGENCY serves, as patients, children who are residents of the State of Florida and who are now enrolled in, or have applied for enrollment in, educational programs under the jurisdiction of the SBBC; and

**WHEREAS**, the AGENCY operates the JOE DIMAGGIO CHILDREN'S HOSPITAL; and

**WHEREAS**, the SBBC agrees to provide an educational component as part of the AGENCY's program.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

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

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2012 and conclude on June 15, 2013.



2.02 **Emergencies.** In the event of serious threat or harm to SBBC personnel, the Superintendent's Designee, the Administrative Principal, has the authority to suspend educational services for up to ten (10) days to allow for the SBBC and the AGENCY to address and resolve the emergency situation.

2.03 **SBBC's Designee.** The SBBC's designee for purposes of administering this Agreement will be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration.

2.04 **AGENCY's Designee.** The AGENCY will identify one person with whom the SBBC is to communicate on all compliance issues related to this Agreement.

**2.05 The SBBC shall provide:**

a) Instructional personnel will provide instruction for no more than 300 student contact minutes per school day;

b) Textbooks, supplies and other curriculum supplements necessary for the instructional personnel and teachers to provide the appropriate curriculum and instructional program for the students;

c) Staff development for teachers in current instructional and behavior management methods;

d) Support services as determined by the SBBC, including but not limited to: admission and exiting conferences; IEP preparation and staffing; and maintaining ESE compliance for special education students;

e) Annual evaluation of SBBC teachers and access to the professional orientation program; and

f) Appropriate instructional software as determined by SBBC personnel.

**2.06 The AGENCY shall provide:**

a) Opportunities for SBBC personnel to participate in appropriate AGENCY staff training, any privacy confidentiality requirements as per the Health, Insurance Portability and Accountability Act, and case conferences;

b) The general availability of personnel to respond to security problems in the classroom, if needed;

c) Computers, including the necessary phone/data lines, and technical support that are networked to provide the appropriate educational software determined by SBBC personnel;

d) Medical personnel to supervise needs of students; and

e) Classroom furniture including appropriate instructional wall coverings.

**2.07 The AGENCY and the SBBC will collaborate to:**

a) Develop an appropriate schedule within the framework of the teacher contract; and

b) Establish regularly scheduled meetings to facilitate communication and proactive problem solving.



**2.08 Eligibility.** Students enrolled shall be referred through hospitals, medical agencies, physicians with eligibility for Hospital/Homebound in accordance with State Board of Education Rules.

**2.09 Reimbursement.** The AGENCY agrees to reimburse the SBBC on a pro-rata basis for up to one teacher's salary, including fringe benefits for both survey periods (October and February). The funding will be calculated based on the difference between the revenue (revenue=unweighted FTEs (as defined by the state) x state weight x 80% of based student allocation) generated from the program less the actual teacher's salary, average or actual, whichever is less, including fringe benefits. Shortfall reimbursements from the AGENCY will be made by June 15, 2012 to the SBBC.

**2.10 Student Supervision.** Supervision and control of students shall be the sole responsibility of the AGENCY. However, the AGENCY shall inform the SBBC when a student is involved in a serious incident or is injured as defined by the SBBC.

**2.11 Code of Conduct.** The SBBC shall provide the Code of Student Conduct which shall be signed by the parent(s)/guardian(s) and the student as part of the intake process. The Code of Student Conduct shall be enforced by the AGENCY.

**2.12 Immunization.** The AGENCY agrees to comply with the State of Florida immunization requirements as described in Code of Student Conduct. Compliance with the current schedule of immunizations is required to be admitted to school or to attend classes. The official document is identified as Form 680. A thirty-day waiver is provided for those students who are remanded by the courts to a program in Broward County but whose records must be requested from another county in the State of Florida or state.

**2.13 Fee Collection.** Any fees collected by the AGENCY will not be collected as a condition of student enrollment in the educational program.

**2.14 AGENCY Incident Procedures.** The AGENCY shall provide the SBBC its written procedures regarding critical incidents – bomb threats, fire and other such incidence(s) that could put students and/or teachers in jeopardy of bodily injury and/or cause bodily injury within 30 days of the contract being signed by both parties.

**2.15 AGENCY Intake Procedures.** The AGENCY shall provide the SBBC its written procedures governing intake, evaluation, and completion of required medical/educational forms for potential placement in Hospital/Homebound within 30 days of the contract being signed by both parties.

**2.16 Student Meals.** The AGENCY shall provide access to meals for students in the program.

**2.17 Transition.** All students' effective transition, both short and long-term, to the home, community, school and/or the work environment shall be a joint responsibility of the AGENCY and SBBC personnel.



2.18 **Discharge.** The AGENCY shall inform the SBBC of a student's potential discharge from the AGENCY as soon as possible. The AGENCY shall include in a patient follow-up survey regarding satisfaction with the SBBC's educational program.

2.19 **Curriculum.** The responsibility for administration of the instructional program rests with the SBBC and will be conducted in accordance with SBBC policies and rules, which include, but are not limited to, scheduling and staffing patterns.

2.20 **Supplemental Efforts.** Any informational and/or promotional materials, which the AGENCY prepares regarding the program, shall indicate that the SBBC is providing the educational component to the program.

2.21 **Facilities.** The facilities will be provided and maintained by the AGENCY at the Joe DiMaggio Children's Hospital at 1005 Joe DiMaggio Drive, Hollywood, Florida. The AGENCY's facility shall be in compliance with the Americans with Disabilities Act requirements for students with disabilities

2.22 **Furniture.** The AGENCY will provide classroom furniture for student and teacher use. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials, and secured storage of SBBC-owned equipment and confidential documents, such as student tests and records.

2.23 **Safety Requirement.** The AGENCY will comply with the facility safety requirements embodied in the State Uniform Building Code for Public Educational Facilities and the Florida Department of Education's State Requirements for Educational Facilities (SREF) 2007, especially those pertaining to fire safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation and occupancy loads. Student classrooms must provide a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials, and secured storage of SBBC owned equipment and confidential documents, such as student tests and records

2.24 **Testing and Staffing room.** The AGENCY will make available a quiet, private room for SBBC sponsored psychological evaluations, ESE staffings, and parent conferences.

2.25 **Telephone Services.** The AGENCY shall provide a dedicated telephone line, at no cost to the SBBC, for a SBBC provided telephone facsimile machine for SBBC use only. SBBC personnel shall be afforded unlimited private access to a telephone for official school-related business. In addition, the AGENCY shall provide telephone lines, at no cost to the SBBC, for instructional telecommunications purposes at mutually agreed upon locations.

2.26 **Damaged Property.** The AGENCY agrees to provide the SBBC with adequate facilities to lock SBBC property. The SBBC is responsible for locking up its property at the close of each school day. In the event the SBBC locks up its property and, thereafter, damage or loss to such property occurs, the AGENCY shall reimburse the SBBC. The AGENCY will be billed by the SBBC for repair or replacement cost. The AGENCY will make such remuneration within thirty days of billing.



**2.27 Health Certificates.** The AGENCY shall maintain current sanitation and health certificates and submit to annual fire inspections for all buildings as part of its educational program.

**2.28 Building Maintenance.** The AGENCY shall maintain buildings used to service educational programming to students in a state of good repair and submit to SBBC inspections upon request.

**2.29 Transportation.** Only SBBC approved vehicles may be used to transport students during the school day for school sponsored activities.

**2.30 Student Performance.** Student performance will be evaluated annually by the SBBC.

**2.31 Grievance Procedure.** In the event that a dispute arises under this Agreement, the parties agree to the following dispute resolution measures:

- Step 1 is resolution of the dispute at the School Principal level;
- Step 2 is resolution of the dispute at the Area Superintendent level;
- Step 3 is resolution of the dispute by the Superintendent of Schools.

**2.32 Background Screening.** This Agreement is ancillary to AGENCY's delivery of healthcare services to its patients as a hospital licensed under Chapter 395, Florida Statutes. Any contact that may arise between AGENCY personnel and AGENCY's patients in a hospital setting shall not be construed to be contact with students under Sections 1012.32 and 1012.465, Fla. Stat., as a result of SBBC's coincidental provision of educational services to such patients.

**2.33 Inspection of AGENCY's Records by SBBC.** AGENCY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All AGENCY'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 SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by AGENCY's or any of AGENCY's payees pursuant to this Agreement. AGENCY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. AGENCY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **AGENCY's Records Defined.** For the purposes of this Agreement, the term "AGENCY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including

proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to AGENCY's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to AGENCY pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide AGENCY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to AGENCY's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by AGENCY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any AGENCY's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by AGENCY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by AGENCY. If the audit discloses billings or charges to which AGENCY is not contractually entitled, AGENCY shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. AGENCY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by AGENCY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to AGENCY pursuant to this Agreement and such excluded costs shall become the liability of AGENCY.

(h) Inspector General Audits. AGENCY 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.





2.34 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

With a Copy to: ESE Coordinator  
School Board of Broward County, Florida  
1643 North Harrison Parkway, Building H  
Sunrise, Florida 33323

To Hospital: Frank V. Sacco, President & CEO  
Joe DiMaggio Children's Hospital  
Memorial Health Care Systems/  
South Broward Hospital District  
3501 Johnson Street  
Hollywood, Florida 33021

With a Copy to: Nina Beauchesne, Administrator  
Joe DiMaggio Children's Hospital  
1005 Joe DiMaggio Drive  
Hollywood, Florida 33021

2.35 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By AGENCY: AGENCY agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

### **ARTICLE 3 – GENERAL CONDITIONS**



3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

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

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.



Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this 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 Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.



3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

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

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

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

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.



3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

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

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

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



**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Ann Murray*  
Ann Murray, Chair

ATTEST:

*Robert W. Runcie*  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

*Wanda L. Jones*  
Office of the General Counsel



**THE SOUTH BROWARD HOSPITAL DISTRICT/MEMORIAL HEALTH CARE SYSTEM**

(Corporate Seal)

ATTEST:

The South Broward Hospital District/Memorial Health Care System

By

Frank V. Sacco, President & CEO

\_\_\_\_\_, Secretary

-or-

Sharon R. Mecca  
Witness

Elizabeth A. Ayala  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

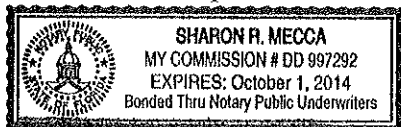
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 20 12 by Frank V. Sacco of The South Broward Hospital District/Memorial Health Care System on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:



(SEAL)

Sharon R. Mecca  
Signature – Notary Public

Sharon R. Mecca  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

