



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the Community Partner Agreement with Sunshine State Health Plan, Inc., to provide student tuition and instructional materials for Continuing Education Health Sciences certification programs.

Fiscal Impact: \$0.00, Cumulative Amount: \$0.00, Revenue: \$100,000.00

Presenter(s): Steven Tinsley, Vice President of Workforce Education and Strategic Partnerships

1. Describe the type and purpose of the agreement.

This Community Partner Renewal Agreement with Sunshine State Health Plan, Inc., provides Healthcare certification programs to students seeking entry into the healthcare industry. Programs are offered at Sunshine Health's learning facility, which provides students with access through Sunshine Health's location.

2. For non-routine activities for which the College does not use a standard contract template, describe the business rationale for the activity and competitive selection process, if applicable.

This is a revenue generating agreement as funding is sent to Broward College from Sunshine Health for student tuition/scholarship and related educational materials.

3. Describe anything unusual about the agreement and why it was determined acceptable.

This is a recurring (third-year) Sunshine Health has provided this generous contribution to upskill students through Broward College.

4. [To Be Answered by Legal Department Only] Describe any unusual legal terms and conditions that were not resolved during the review process.

This Executive Summary is approved by:

Steven Tinsley

Vice President of Workforce Education and Strategic Partnerships

APPROVAL PATH: CS 151 Sunshine State Health Plan, Inc. - Community Partner Agreement

Department Head 1 Auto Complete	Diane Peart	11/12/2024
Departments Approved-Auto Complete	Jessica McCloud	11/15/2024
Auto Complete-No IT Review Needed	Raj Mettai	11/15/2024
Review Executive Summary and Add Files	Jessica McCloud	11/12/2024
Department Head 2 Review	Diane Peart	11/12/2024
Department Head 3 Review	Steven Tinsley	11/12/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	11/15/2024
Budget Review- Auto Complete	Christine Sims	11/25/2024
Auto Complete - No Procurement Review	Orlando Aponte	11/25/2024
Budget Review- Auto Complete	Christine Sims	12/2/2024
Auto Completing Task	Elizabeth Beavin	12/3/2024
Attorney Review	Kristina Raattama	12/2/2024

COMMUNITY PARTNER AGREEMENT – Broward College Foundation/Broward College

This Community Partner Agreement (“Agreement”) is made and entered into as of January 1, 2025 (the “Effective Date”), by and between Sunshine State Health Plan, Inc. (“Sunshine Health” or “Company”) and Broward College Foundation (“Foundation”), on behalf of The District Board of Trustees of Broward College, FL (“Community Partner”). The Company, Foundation, and the Community Partner may sometimes hereinafter be referred to individually as a “Party” or jointly as the “Parties.”

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), intending to be legally bound, the parties hereto do hereby agree as follows:

1. Community Partner Activity. Community Partner agrees to perform the services outlined in Exhibit A and comply with all terms and conditions described in the Agreement.
2. Annualized Financial Investment. The Company shall provide an Annualized Financial Investment in the amount of **\$100,000** (for 2025 received on November 29, 2024), by the Foundation on behalf of the Community Partner and used for the purposes described in this Community Partner Agreement.
 - a. Provided Community Partner is in compliance with the terms of the Agreement, Company will pay the total Annualized Financial Investment Amount within 90 days of Company’s receipt of the Foundation’s invoice.
 - b. This Agreement is made only for the purposes described in this Agreement, and the funds provided may be spent only in accordance with the provisions of the budget as outlined in Exhibit A, and as approved by the Company. Any modification without prior written approval from the Company shall render this Agreement terminable by the Company in its sole discretion. In the event of termination, Foundation will repay any portion of the funds not used for the purposes identified in this Agreement, including any unexpended funds.
 - c. Annualized Financial Investment funds may not be transferred, either partially or completely, to any other person or entity.
3. Term and Termination. When executed by all parties, this Agreement shall become effective as of the date set forth in the introductory paragraph on page 1 hereof and shall continue in effect until the expiration of Company’s AHCA Contract, unless terminated in accordance with the process defined below. Thereafter, provided Company’s contracts with AHCA are either extended or renewed, the Agreement shall be automatically renewed consistent with the Company's AHCA Contract.
 - a. This Agreement may be terminated by any party at any time by written notice given at least ninety (90) days in advance of such termination. This Agreement may also be terminated by any party effective immediately upon written notice if in such terminating party's reasonable opinion, continuation of this Agreement will negatively affect Member care.

- b. Foundation shall return all Agreement funds that have not been expended for the Agreement's purposes within thirty (30) days after the Agreement Term has expired.
- c. Upon termination of this Agreement for any reason, or for no reason, Foundation will refund and return to the Company all Agreement funds received within thirty (30) days, except for:
 - i. Annualized Financial Investment funds already used for the purposes identified in the Proposal and this Agreement, as of the date of termination; and
 - ii. Annualized Financial Investment funds to be used for the purposes identified in the Proposal and this Agreement for which Community Partner has made, as of the date Community Partner received notice of termination, a binding commitment with a third party to spend.
- a. Community Partner hereby agrees that it shall have no right against the Company in the event the Company exercises its termination rights under this Agreement. Community Partner hereby waives any claims or other causes of action arising from any such termination in consideration of the agreements herein contained.

4. Sub-Organization

- a. Community Partner may not disburse any Agreement funds received under this Agreement to any person or entity (a "**Sub-Partner**") unless Community Partner's Proposal expressly indicates that Community Partner will make such disbursements to such Sub-Organization. The Company shall in all instances look to Community Partner for fulfillment of all obligations under this Agreement regardless of whether (i) Community Partner disbursed all or part of such funds to a Sub-Partner or (ii) the Company consents to an assignment to a Sub-Organization.
- b. No agreement between Community Partner and Sub-Organization shall contain any term or condition inconsistent with the terms and conditions of this Agreement nor shall it eliminate or diminish Community Partner's obligations to the Company under this Agreement. Sub-Organization must agree to use such Agreement funds in a manner consistent with the terms and conditions of this Agreement.
- c. If applicable, Sub-Organization shall provide reports required under this Agreement to Community Partner who shall aggregate and consolidate same into Organization's reports to the Company as required under this Agreement. The Sub-Organization shall not submit reports directly to the Company, unless specifically requested by Company.
- d. The audit and records provisions of this Agreement shall apply to any Sub-Organization. Community Partner shall assure that any agreement between Community Partner and Sub-Organization shall specify the same provisions contained herein.

5. Audits; Access to and Maintenance of Records. Foundation and Community Partner shall maintain, in a true and accurate manner and in accordance with generally accepted accounting principles, complete and accurate books and records that shall reflect Community Partner's receipt, and expenditure, of funds under this Agreement. Community Partner and Foundation shall permit the Company to inspect, and shall make available to the Company for inspection, any and all pertinent records, files, documents, information, and other written material pertaining to the operation of programs and expenditure of funds under this Agreement. This information includes, but is not limited to, all information maintained by Foundation, Community Partner, or any of its Sub-Organization, agents, employees, or other parties. Foundation and Community Partner shall maintain, keep, and preserve all such records for not less than a period of ten (10) years and make the same available, upon written request, to the Company, or its duly authorized representative. In addition, Foundation and Community Partner shall make such records available to all applicable state and federal agencies for auditing or other purposes authorized by applicable federal or state law or guidelines. The Company may also carry out monitoring and evaluation activities to ensure Community Partner's compliance with the Program and Community Partner shall provide, at its expense, copies of all related records produced by or arising out of this Agreement.
6. Publicity.
- a. Foundation and Community Partner consents to the announcement of the Agreement by Company through various communication vehicles.
 - b. Foundation and Community Partner shall recognize the Agreement in any public communications or other materials produced regarding the Agreement and shall provide Company with a copy of such materials.
 - c. Foundation and Community Partner shall ensure that Company is clearly identified as a supporting organization in any and all publicity, advertising, or news release related to the subject matter of the Agreement.
 - d. All proposed Foundation and Community Partner communications that contain or use Company name(s) or mark(s) shall be submitted first to the Company for its prior review and written approval.
7. Written Reports. The Community Partner shall submit written reports concerning the manner in which the Agreement funds are expended and detailing the progress of the Agreement purposes as outlined in Exhibit A, Section 3. Notwithstanding anything contained herein to the contrary, Community Partner shall complete all reporting requirements contained in Exhibit A, Section 3, even if such requirements are due to the Company after the term of the Agreement has expired.
8. Intellectual Property. Ownership of works first produced in the performance of this Agreement by Community Partner shall be owned by the Community Partner and made available for public benefit.
Community Partner further agrees to license copyrighted works first created in the performance of this Agreement by Community Partner for the public benefit and to provide to the Company a non-exclusive, irrevocable, and royalty-free license to reproduce, publish,

distribute, create derivative works, and otherwise use the works created.

9. Limitation of Liability. The company shall not be liable to community partner for any damages arising out of or relating to this agreement in excess of the amount of the annualized financial investment contemplated by this agreement. further, in no event shall the company be liable to community partner, whether in contract, tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for loss of profits) arising out of or relating to this agreement, even if it has been advised of the possibility of such damages.

10. Indemnification. Foundation and Community Partner agree to protect, defend, indemnify, and hold harmless the Company, its affiliates and their respective officers, directors, employees, agents, successors, and assigns from and against any and all damages, losses, costs, expenses, obligations, claims, demands or liabilities, including costs of investigation, reasonable attorneys' fees and court costs, related to, arising from, or in connection with any third party claim related to, arising from, or in connection with this Agreement, or Foundation's or Community Partner's violation of a federal, state, or local law or regulation. This indemnity provision shall not apply to damages caused solely by the negligence or willful misconduct of Company, its officers, directors, employees, agents, successors or assigns. This indemnification provision shall survive the termination of this Agreement. The foregoing shall not act to waive the sovereign immunity of the Foundation, the Community Partner or the State of Florida for tort and tort type claims beyond the waiver of sovereign immunity provided in Section 768.28, Florida Statutes.

11. Notices. All notices, requests and other communications hereunder shall be in writing and will be deemed to have been given on the date of receipt if (i) delivered personally against written receipt, (ii) delivered by facsimile transmission against facsimile confirmation, or (iii) deposited in the U.S. mail, return receipt requested, or (iv) delivered by nationally recognized overnight courier, to the parties at the following addresses or facsimile numbers of the Parties as set forth on the signature page. Either Party may change the name or address to which notices shall be provided to it by notice to the other party in accordance with this Section.

12. General.

a. Entire Agreement; Modification. This Agreement, including its attachments and exhibits, constitute the entire Agreement between the parties and supersedes and terminates all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only by an instrument in writing duly executed by the Parties to this Agreement.

b. Waiver. No waiver by any Party or any term or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

c. No Assignment; Binding Effect. Neither this Agreement nor any right, interest, or obligation hereunder may be assigned (by operation of law or otherwise) by either Party without the prior written consent of the other Party and any attempt to do so will

be void; *provided, however*, that the Company may, upon notice to Community Partner but without being obligated to obtain Community Partner's consent, assign this Agreement or any of its rights, interests, or obligations hereunder to an affiliate of the Company. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.

- d. Independent Contractor. Nothing herein contained shall be deemed to create an agency, joint venture, partnership, or franchise relationship between the Parties. Community Partner acknowledges that (i) Community Partner is independent of the Company, (ii) it is not authorized to act on behalf of the Company, and (iii) none of its employees or Sub-Organizations is an employee of the Company or is entitled to any *Company* employment rights or benefits. Community Partner further acknowledges and agrees that Community Partner, on behalf of itself and its employees and Sub-Organizations, waives any and all rights Community Partner has, or may have, against the Company under the Employee Retirement Income Security Act of 1974. Community Partner shall be solely responsible for any and all tax obligations of Community Partner arising from or relating to this Agreement, including but not limited to, all city, state, and federal income taxes, social security withholding tax, and other self-employment tax incurred by Community Partner.
- e. Notice to Participants. Community Partner shall notify any person who receives services under this Agreement, either directly or indirectly, that their demographic information and participation in the program is shared with the Company. Community Partner shall maintain records of the notice and provide to the Company upon its request.
- f. Nondiscrimination. Community Partner agrees to comply with all applicable federal and state laws, regulations, and ordinances promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in any aspect of employment, including, but not limited to, recruitment, hiring, compensation, benefits, training, promotion, demotion, transfer, layoff, termination and all other terms and conditions of employment.
- g. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.
- h. Jurisdiction; Venue. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any Florida state or federal court. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any state or federal court sitting in Florida, and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- i. Waiver of Trial by Jury. In any action or proceeding arising herefrom, the parties hereto

consent to trial without a jury in any action, proceeding or counterclaim brought by any party hereto against the other or their successors or assigns in respect of any matter arising out of or in connection with this agreement, regardless of the form of action or proceeding.

- j. Severability. In the event that any term or provision of this Agreement is later determined to be invalid, void, or unenforceable, in any respect and for any reason, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.
- k. Force Majeure. Except as otherwise provided, no Party shall be liable to the other for any delay in, or failure of, performance of any requirement contained in this Agreement caused by force majeure. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, strikes, failure of transportation, or other causes that are beyond the reasonable control of the Party affected and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Dates or times of performance including the Term of this Agreement may be extended to account for delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- l. Survival. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to any indemnities, limitation of liabilities, audit of records, and confidentiality and privacy, will remain in effect after termination or expiration hereof.
- m. Authorization. The undersigned signatories represent and warrant that they each have full authority to execute this Agreement according to its terms and the power to bind each party to the obligations undertaken herein.

Sunshine Health Works Partner Contract

2025 Contract Renewal Addendum A

Overview & Scope of Work

1) Scope of Services:

Sunshine Health Works partner **Broward College Foundation** agrees to apply awarded funding to support the delivery of specified approved training programs during the 2025 calendar year. The funded programs are:

- a) EKG Technician
- b) Medical Administrative Assistant
- c) Electronic Health Records
- d) Health Career Core with NIMS Skills
- e) Patient Financial Revenue Cycle Specialist
- f) Patient Care Technician
- g) Clinical Medical Assistant
- h) Basic Life Support

2) Deliverables:

- a) Utilize the awarded funding exclusively for the delivery of the approved training programs listed above.
- b) Data Tracking:
 - i) Maintain accurate and ongoing tracking of enrollment figures for students affiliated with Sunshine Health and Hope Florida in all approved training programs.
 - ii) Ensure data consistency and accuracy throughout all records related to these programs.
- c) Performance Reporting:
 - i) Track and report enrollment data for students affiliated with Sunshine Health and Hope Florida in each training program.
- d) Submit quarterly performance reports outlining progress and achievements for the previous quarter in addition to an annual report.

3) Performance Goals:

- a) Achieve 100% enrollment (target of 100 students), including a goal of 10% Sunshine Health Medicaid members.
- b) Attain an 80% program completion rate (target of 80 students).

4) Reporting Requirements with Dates:

- a) Sunshine Health Works Partner shall provide quarterly performance reports detailing achievements from the previous quarter and an annual report capturing the cumulative performance. The reports will be due on the following dates:
 - i) January 10, 2025 (quarterly and 2024 annual report due)
 - ii) April 4, 2025
 - iii) July 11, 2025
 - iv) October 10, 2025
- b) Reports must include enrollment data, program completion statistics, and any other relevant metrics or milestones achieved.

- c) Submit quarterly documentation, including at least one of the following: student testimonials, photos, or videos that showcase the impact of the program on students and the community. This should be included as part of the quarterly reports.
- d) Review and Approval of Media Content: Any media or publication content acknowledging Sunshine Health’s contribution must be submitted to Sunshine Health for review and approval prior to intended publication or release.
- e) Other Reports: In addition to other reports, the Sunshine Health Works Partner shall comply with the reasonable requests of Company for other reports. The Sunshine Health Works Partner shall also make its personnel available at the reasonable request of Company to discuss expenditures, records and the progress of Contracted Project.

5) Leadership Engagement:

- a) Coordinate at least one opportunity for Sunshine Health leadership to participate in a local event related to the training program, such as a commencement ceremony or pinning event.
- b) Recognize Sunshine Health’s support through a formal acknowledgment at a board event, in a publication, or via a media release.

6) Student Support:

- a) Coordination of Sunshine Health support regularly before or after classes to connect program participants, especially Sunshine Health members, with community resources to address health-related social needs to close the loop on SDOH referrals. An SDOH Screen will also be available for Sunshine Health Members before or after classes. For Sunshine Health member program participants, Sunshine Health will also provide any care coordination support, if needed.

- 7) **Annualized Financial Investment Budget:** Annualized Financial Investment shall not exceed **\$100,000** and will be paid in one (1) installment as outlined in Section 2 of the Agreement. Agreement funding shall be used for the purposes listed **below** from Sunshine Health Works Partner as signed and agreed upon by both parties. Any changes to the use of funds must be approved by Company. Company will also offer Sunshine Health Works Partner in-kind donations, such as use of its Community Connections Center or employee volunteers.

2025 Sunshine Health Funding	
Item	Dollar Amount
Participant Tuition	\$95,000
Supplies (Classroom, Gowns, Gloves, Masks, etc.)	\$4,000
Adjunct Faculty Payroll - Testing Bootcamps	\$1,000
Total	\$100,000

- 8) **Advisory Board Membership:** Sunshine Health Works Partner will designate someone from their organization to serve on Sunshine Health's Pathways Advisory Committee. Sunshine Health will also offer a staff member to serve on Partner’s advisory board, if needed.

IN WITNESS WHEREOF, Sunshine Health Works Partner and Company hereby agree that they have read, fully understand and accept the terms and conditions set forth in this Agreement.

Sunshine Health Works Partner: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Company: Sunshine State Health Plan, Inc. _____

Signature: _____

Name: _____

Title: _____

Date: _____