



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the agreement with the Florida Department of Health in Broward County, providing specialized healthcare skills training for employees in preparation to staff emergency shelter during hurricane season. Fiscal Impact: Estimated Revenue \$25,000.00.

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed? This contract provides 40 - Florida Department of Health in Broward County employees with Nurse Refresher Skills Training. Florida Department of Health's annual training request is in preparation for hurricane season, equipping employees with the knowledge needed in response to medical emergencies.

What procurement process or bid waiver was used and why? Not applicable as this is a revenue-generating program.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Not applicable as this is a revenue-generating program.

What fund, cost center and line item(s) were used? Revenue from this contract will go into: Cost Center: CC0815 CE - Corporate Training Fund: FD107 Corporate Education - Workforce

Has Broward College used this vendor before for these products or services? Yes, Continuing Education has provided training for employees of Florida Department of Health in Broward County for the past four years (2019-2023)

Was the product or service acceptable in the past? Yes. The product and service was acceptable in the past.

Was there a return on investment anticipated when entering this contract? Yes, the return on investment is: 40 nurses gain micro-credentials demonstrating critical skills attained. These skills are essential in responding to emergency situation during specific medical crises including hurricane.

Was that return on investment not met, met, or exceeded and how? Yes, the return on investment was met. Last year all 40 nurses received micro-credentials. Summative evaluations indicated 100% stratification rate from the Florida Department of Health.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

This directly feeds into the Social Enterprise strategy:

- 1. Empower Student Development**, as it provides the learner with a customized learning experience which was designed based on student and community (partners) needs.
- 2. Answer the Call for Health Care Professionals**, as we address community healthcare needs by preparing students for work in community healthcare organizations.
- 3. The fuel for our strategy:** Financial Innovation (revenue generation program).

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:


Revenue generation for training Broward County-Florida Department of Health employees. The requested specialized Nurse Refresher Skills, prepares nurses to staff shelters during the hurricane season. Fiscal Impact: Estimated Revenue \$25,000.00. Expenses associated with this agreement are accounted for within the tuition.









Jo Anderson
Jo Anderson 5/24/2024

APPROVAL PATH: 12209: Florida Department of Health in Broward County

 **Workflow**

 Edit View

 Add Work Item

| Stage | Reviewer | Description | Due Date | Status | |
|-------|------------------------------------|------------------------------------|-------------------|-----------|---|
| 1 | Diane Peart | AVP Review | | Completed |  |
| 2 | Steven Tinsley | SVP of Workforce Education and In | | Completed |  |
| 3 | Natalia Triana-Aristizabal | Contracts Coordinator | | Completed |  |
| 4 | Jeffrey Nasse | Provost and SVP of Academic Affair | | Completed |  |
| 5 | Legal Services Review Group | Review and Approval for Form and | | Completed |  |
| 6 | Electronic Signature(s) | Signatures obtained via DocuSign b | | Completed |  |
| 7 | Board Clerk | Agenda Preparation | | Pending |  |
| 8 | District Board of Trustees | Meeting | 06/25/24 01:00 PM | Pending |  |



BROWARD[®] COLLEGE

CONTRACT TO PROVIDE SERVICES TERMS AND CONDITIONS

This Contract to Provide Services (“Contract”) is made and entered into as of June 1, 2024 by The District Board of Trustees of Broward College, Florida (“College”) located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and Florida Department of Health in Broward County (“Client”) (collectively, the “Parties”) located at 780 SW 24th Street, Fort Lauderdale, FL 33315, under the following terms until December 31, 2026.

The Client hereby engages the College to provide services as described in the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College hereby agrees to provide the Client with such services in exchange for consideration as described in Exhibit “A.”

1. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the College materially fails to fulfill its obligations under this Contract, the Client will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The College shall have 30 days to cure the breach. If the College fails to cure the breach within the 30 day period, the Client shall issue a Termination for Default Notice. The Client may pursue whatever legal and/or equitable remedies it chooses regarding College’s breach of contract.

2. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Client. The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract.

3. RECORDS RETENTION/AUDIT.

The Client shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Client owes the College any funds, the Client shall pay for the audit and return all funds to the College immediately.

4. NONDISCRIMINATION.

The Client agrees to comply with all applicable local, state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

5. ASSIGNMENT/GUARANTOR.

The Client shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Client shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

6. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

7. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

8. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

9. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

10. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by this Contract. The Client shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Client with College funding shall be returned and title transferred from the Client to the College upon expiration or termination of the Contract.

12. INDEPENDENT CONTRACTOR.

The Client shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Client and the Client shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. The Client assumes full responsibility for the actions of Client's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), benefits, including but not limited to retirement benefits, vacation, personal leave and sick pay, worker's compensation and disability benefits.

13. DISPUTES.

In the event a dispute arises which the Client and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

14. ATTORNEYS FEES.

In any action of or concerning this Contract, if the College is the prevailing party, the College shall be entitled to an award of reasonable attorney's fees and costs through and including any appeals from the non-prevailing party.

15. AUTHORITY.



The individual signing below on behalf of the Client hereby represents and warrants that s/he is duly authorized to execute and deliver this Contract on behalf of Client and that this Contract is binding upon Client in accordance with its terms.

16. NO CONSTRUCTION AGAINST DRAFTER.


Each Party has participated in negotiating and drafting this Contract, so if an ambiguity or a question of intent or interpretation arises, this Contract is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Contract.

17. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "B."


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|  <hr style="width: 100px; margin: 0 auto;"/> College |  <hr style="width: 100px; margin: 0 auto;"/> Client |
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In executing this Contract, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Contract and to give it binding legal effect. The Parties to this Contract accept these terms through their respective representatives on the date noted above.

COLLEGE
 DocuSigned by:

 6DD41D98CFDA4F4...
 Signature
 Donald Astrab

 Name
 Interim President

 Title

CLIENT


 Signature
 Paula M. Thaqi, MD, MPH

 Name
 Director - DOH Broward

 Title



Contract for Services

Statement of Work

Exhibit "A"

This contract for services ("Contract") is entered into as of June 1, 2024 between the District Board of Trustees of Broward College, Florida ("Institute") and the Florida Department of Health in Broward County ("FDOH"). The Contract will be in effect until December 31, 2026.

TERMS:

- a. The Institute will perform the defined Scope of Services on a best effort basis only, with no expressed Institute guarantee of deliverables.
- b. Provisions of the AGREEMENT may not be changed without the mutual consent of both parties.
- c. The document shall be considered a Proposal for the services until signed by all parties and final Institute approval.
- d. The Institute shall conduct two (2) training sessions pursuant of the terms of this agreement on June 1, 2024 – December 31, 2026.
- e. Services shall be billed within ten (10) days of final training date. The receiving party agrees to pay for services upon receipt of invoice. Payment shall be due within thirty (30) days of receipt.
- f. A \$1000.00 set-up fee will be billed if training course is canceled by the receiving party within 72 hours of scheduled date(s).

PURPOSE:

To provide a refresher skills training course for Florida Department of Health in Broward County.

SCOPE OF SERVICE:

Broward College, Continuing Education Health Sciences will provide a 7.5-hour refresher skills training course for a maximum of 40 participants. The scope of services included in the refresher skills course are:

- Heart and Lung Sounds
- NG and Gastric Tube Feeding Review
- Tracheotomy Care Review
- Oxygen Therapy / Applying O₂ / Concentrators
- Nebulizer Treatment Review
- Accu-Check Review / Blood Sugar
- Inserting Urinary Catheter (Male/Female)



- Donning and Doffing PPE Review
- Basic Wound Assessment
- Body Mechanics Review

Each participant will be awarded a micro-credential (digital badge) for this training initiative.

The refresher skills course will be held at Broward College Central Campus, Bldg. 8, Room 223 from 8:00am – 4:30pm. Lunch will not be provided by the training facility.

Faculty: Broward College Registered Nurse - Educator

The course has been approved by CE-Broker, Broward College Provider #50-266 for the Florida Board of Nursing (7.5 hours).

COST:

The total fee for a maximum of 40 participants is \$10,000.00.

CEHS Program Administrator: Senior Director, Continuing Education Health Sciences

Contact: Diane Peart

Associate Vice President, Workforce & Continuing Education

dpeart@broward.edu

cmeadows@broward.edu

Address: Broward College

3501 SW Davie Road

Building 8, Room 137A

Davie, Florida 33314

BROWARD COLLEGE

CONTRACT TO PROVIDE SERVICES EXHIBIT "B"

SPECIAL PROVISIONS

The purpose of this Exhibit "B" is to delineate any and all changes, deletions and/or additions to the Contract to Provide Services. In the event of any conflict between this Exhibit "B" and any other provision specified in this Contract, this Exhibit "B" shall take precedence.

2. Termination for Convenience: Change "The College" to "The Parties" and add this sentence at the end of the section: "If Client terminates this Contract without cause, College will be paid for all expenses incurred up to the date of termination and for any non-cancelable expenses."

3. Records Retention/Audit: Remove the last sentence "If the audit reveals that Client owes the College any funds, the Client shall pay for the audit and return all funds to the College immediately" and replace it with this sentence: "If the audit reveals that Client owes the College any funds, the Client shall promptly pay the College any funds owed to the College". Add the following sentence: "The parties acknowledge that the Client, as an executive branch agency of the State of Florida, is subject to the public records provisions of Chapter 119, Florida Statutes. The parties agree that any provision in this Agreement that is in conflict with the public records disclosure requirements of Chapter 119, Florida Statutes, will be held null and void in order to allow the Client to comply with its statutory disclosure requirements."

12. Independent Contractor: Add the following "The Parties agree that each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. As both Parties are instrumentalities of the State, the Parties have the statutory protection of sovereign immunity as described in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of the Parties' agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party."

14. Attorneys Fees: Remove "In any action of or concerning this Contract, if the college is the prevailing party, the College shall be entitled to an award of reasonable attorney's fees and costs through and including any appeals from the non-prevailing party" and add "In the event of any proceeding arising out of or related to this Agreement, each party shall assume and pay its own expenses, including without limitation court costs, legal fees, expert fees, and costs of appeal, for any suit, action, or proceeding(s) arising hereunder."

COLLEGE APPROVED

DocuSigned by:
By: Donald Astrab
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Date: 6/4/2024

CLIENT APPROVED

By: [Signature]

Date: 5-20-24