



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with Memorial Healthcare Systems for the Respiratory Care Program by utilizing the bid waiver exemption (professional services). Fiscal Impact: \$18,300, spent over 3 years

Presenter(s): Jamonica Rolle, College Provost and Senior Vice President

What is the purpose of this contract and why is it needed? The purpose of the contract for services with Memorial Healthcare is to continue to hire/utilize their employee, Dr. Lance Cohen as the Medical Director for the Broward College Respiratory Care program. The Medical Director position is mandated by the accrediting agency, CoARC. Dr. Cohen will work with the Program Director and Director of Clinical Education to ensure that both didactic instruction and supervised clinical practice experiences meet current practice standards as they relate to the respiratory therapists' role in providing patient care. Dr. Cohen will also provide three to four sessions of bedside rounds annually on mechanically ventilated critical care patients with the Respiratory students. The clinical oversight requirement is vital to students in the Respiratory Care program.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for professional services in accordance with FLDOE Rule 6A-14.0734(f) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers for professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? CC0525, FD100, GLC: 65000 Professional fees.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes, The Medical Director provided mandatory clinical oversight as required in CoARC accreditation standards contributing to student success.

Was that return on investment not met, met, or exceeded and how? Yes, The return on investment was met as reflected in the national certification pass rate (100% for five consecutive years) due to knowledge the student gained by attaining hands-on clinical experience allowing for integration of learned didactic concepts.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This agreement feeds the Social Enterprise tactic-Answer the Call for Healthcare Professionals and Actualize Employment tactics. It will Provide competent Respiratory Therapists who upon graduation will fill the current need in the community and provide the students with well paying workforce opportunities.

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:

Description: The pay for the medical director is \$6100.00 annually to be paid on August 31st of each year of the contract. A three year contract total is \$18,300.00 from CC0525, BU020, FD100, PG000049.

| | | |
|-----------------|-----------------------------------|----------------------|
| 03/26/24 | CC0525 · Cardiorespiratory | (\$18,300.00) |
| | 6100 per year x 3 years | |

Jeffrey Nasse
Jeffrey Nasse, Provost and SVP of Academic Affairs

4/18/2024

APPROVAL PATH: 11901 Medical Director for Respiratory Care Program (FY2024-2027)

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

| Stage | Reviewer | Description | Due Date | Status | |
|-------|------------------------------------|---|-------------------|-------------|---|
| 1 | Nora Powell | Dean Review | | ✔ Completed |  |
| 2 | Jamonica Rolle | Vice Provost Review | | ✔ Completed |  |
| 3 | Jeffrey Nasse | Provost and SVP of Academic Affair | | ✔ Completed |  |
| 4 | Natalia Triana-Aristizabal | Contracts Coordinator | | ✔ Completed |  |
| 5 | Zaida Riollano | Procurement Approval | | ✔ Completed |  |
| 6 | Christine Sims | Budget Departmental Review | | ✔ Completed |  |
| 7 | Rabia Azhar | CFO Review | | ✔ Completed |  |
| 8 | Legal Services Review Group | Review and Approval for Form and | | ✔ Completed |  |
| 9 | Board Clerk | Agenda Preparation | | ⌚ Pending | |
| 10 | District Board of Trustees | Meeting | 01/14/25 11:00 AM | ⌚ Pending | |
| 11 | Electronic Signature(s) | Signatures obtained via DocuSig  | | ⌚ Pending | |
| 12 | Natalia Triana-Aristizabal | Contracts Coordinator | | ⌚ Pending | |

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of July 1 20 24 between the District Board of Trustees of Broward College, Florida (“College”) _____ and Memorial Regional/ Memorial Healthcare System (“Vendor”) (collectively, the “Parties”), will be in effect until June 30 2027 (“Contract”).

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Laurincia Dezulme. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. 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 Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. 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 Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” 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. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor 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 Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.



9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO



COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor 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 Vendor 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.

13. 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, declared public health emergency restrictions, 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.

14. AMENDMENTS.

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



15. 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.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. 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.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. 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.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.



21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability

- 1. Each Occurrence \$ 1,000,000
- 2. Personal & Advertising Injury \$ _____
- 3. General Aggregate \$ _____
- 4. Products-Completed Operations \$2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ N/A

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

- 1. Per Occurrence \$ 1,000,000
- 2. General Aggregate \$ _____

E. Cyber Liability \$ _____

F. Pollution Liability

- 1. Per Occurrence \$ _____
- 2. General Aggregate \$ _____

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.



The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor 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 Vendor and the Vendor 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. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor 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.



27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.



No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its _____ or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. 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 "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____

Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____



Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____





**CONTRACT FOR SERVICES
STATEMENT OF WORK
EXHIBIT "A"**

Memorial Regional Hospital/Memorial Healthcare System agree to their employee Dr. Lance Cohen performing the following job duties in order to fulfill the position of Medical Director for the Broward College Respiratory Care Program. The job duties are described below:

- 1) Works with the Program Director and Director of Clinical Education to ensure that both didactic instruction and supervised clinical practice experiences meet current practice standards as they relate to the respiratory therapists' role in providing patient care.
- 2) Provides three to four sessions of bedside rounds annually on mechanically ventilated critical care patients with the respiratory students. Dates to be agreed upon by program faculty and Dr. Cohen.
- 3) The Medical Director must be a member of the Advisory Committee.

Memorial Healthcare System agrees to be paid annually a total of \$6100.00 for Medical Director Services. Payment will be made on June 30th on each year of the contract.

Payment for services will be made to:

Memorial Healthcare System
Attn: Chief Financial Officer, Memorial Physician Group
3111 Stirling Road
Hollywood, Florida 33312

EXHIBIT C TO AGREEMENT

THIS EXHIBIT C (“Exhibit C”) amends that certain Contract for Services- Terms and Conditions entered into on July 1, 2024 and expiring on June 30, 2027 (hereinafter referred to as “Agreement”) by and between the DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA (hereinafter referred to as “College”) and the SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as “Memorial”). College and Memorial shall each be referred to individually as a “Party” and collectively as the “Parties”) entered into contemporaneously herewith and effective thereon, as follows:

Effective as of the effective date of the Agreement, the following sections shall be added to the Agreement:

1. Insurance. Any requirement for insurance under the Agreement may be satisfied, at Memorial’s option, through self-insurance for which Memorial shall be responsible, or through commercial insurance that is subject to deductibles for which Memorial shall be responsible.

2. Self-Insurance. Memorial 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 nothing in this Section or the Agreement requires payment by Memorial for tort claims in excess of the amount of Memorial's statutorily limited tort liability under Ch. 768.28, Fla. Stat. Nothing in the Agreement shall operate to increase Memorial’s limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity for tort claims under applicable law, or to create liability or responsibility on the part of Memorial for the acts or omissions of any party other than itself, its agents, and its employees.

3. Limitation of Liability. Notwithstanding any provision of this Exhibit C or the Agreement to which it is applicable, Memorial shall not be liable or responsible to College beyond the monetary limits specified in Ch. 768.28, Fla. Stat., for claims sounding in tort.

4. Public Records Law. College understands that Memorial 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. Further, College acknowledges and agrees that it is College’s responsibility to ensure that it properly protects any information which College deems to be exempt from disclosure under Florida’s Public Records Law. A failure by College to protect such information may constitute a waiver by College of any applicable exemptions from disclosure including ones that may be applicable to trade secrets under Florida law. 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. College acknowledges and agrees that the pricing and other compensation payable to College under the Agreement may not be confidential and may need to be disclosed pursuant to Florida Statute 119.

4.1 Memorial will notify College of any instance in which the disclosure or copies of College’s confidential information is requested by any party pursuant to Chapter 119 or if there is a request for Memorial Records not within Memorial’s possession. College shall provide a copy of the requested Memorial Records or allow the Memorial Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as



otherwise provided by law. If College wishes Memorial to deny the request for disclosure or copies or any part thereof, College must reply to Memorial as soon as reasonably possible but in no event later than eight (8) business days. Further, College shall (i) provide Memorial with the redacted material; and (ii) advise Memorial of (a) the legal basis for claiming the information should be withheld and (b) the specific section of the Florida Statutes that exempts this material from mandatory disclosure. If College fails to respond as required under this Section, Memorial may release the requested documents. If the party requesting the disclosure contests the legal basis for College's withholding any of the documents, then College will, at its sole cost, defend its position. To the extent Memorial incurs liability for costs or attorney's fees (including, without limitation, those awarded to the party requesting the disclosure) in connection with such challenge or appeal, College agrees to indemnify and hold harmless Memorial for those costs and fees.

4.2 IF COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 265-5933, MHSLEGAL@MHS.NET, AND MEMORIAL HEALTHCARE SYSTEM, ATTN: GENERAL COUNSEL, 3111 STIRLING ROAD, HOLLYWOOD, FL 33312.

5. Tax Exemption. Memorial is a tax-exempt entity (State Tax Exempt Certificate No. 85-8013912244C-5) and is not obligated to pay sales, use or other similar taxes. College shall not apply taxes on its invoices.

6. Scrutinized Companies. In accordance with the requirements of F.S. 287.135 and F.S. 215.473, Memorial warrants and represents that it is not: 1) participating in a boycott of Israel; 2) on the Scrutinized Companies that Boycott Israel list; 3) on the Scrutinized Companies with Activities in Sudan List; 4) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 5) engaged in business operations in Syria (collectively, the "Scrutinized Companies"). During the term of the Agreement, Memorial shall have a continuing obligation to warrant and represent compliance with this provision and shall immediately notify College if there is any change. College shall have the right to immediately terminate the Agreement where under applicable law such a change would warrant termination.

7. HIPAA Compliance. The parties agree that they will not share Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services ("HIPAA")).

8. No Consent to Foreign Jurisdiction. Nothing in this Exhibit C or the Agreement will be interpreted or otherwise construed or applied as providing Memorial's consent or agreement for Memorial or its PHI to be governed by or subject to the jurisdiction of any jurisdiction outside of the continental United States of America including, but not limited to, the European Union's General Data Protection Regulation, its counterpart adopted in Canada, Great Britain, or any other foreign jurisdiction, each as amended from time-to-time.



9. Dispute Resolution. In the event the Parties are not able to resolve a dispute arising under or relate to the Agreement through mediation, Memorial does not agree to binding arbitration.

10. Assignment. The Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and assigns. Neither Party may assign either the Agreement or any of its rights, interests, or obligations under the Agreement (whether by operation of law or otherwise) without the prior written consent of the other Party (which may not be unreasonably withheld, delayed, denied, or modified). A Party may, without the consent required by the previous sentence, assign the Agreement (a) to a successor legal entity in connection with (1) the transfer, sale or other conveyance of all or substantially all of its assets, or (2) a merger or consolidation (or other similar transaction); and (b) to an Affiliate (as defined below); provided, further, that the assigning Party must give the other Party thirty (30) calendar days' prior written notice of such assignment and any default, impairments or other objections under the Agreement (failing to provide such notice shall be deemed an intentional waiver thereof). Any other attempted assignment, transfer, conveyance or disposition by a Party of the Agreement or any of its rights, interests, or obligations under the Agreement will be null and void. Any permitted successor or assign of a Party shall assume all obligations of the assigning Party under the Agreement regardless of when arising and will be deemed substituted for that Party under the terms of the Agreement for all purposes. No assignment will relieve, release, or discharge the assigning Party of responsibility for the performance of any its obligation under the Agreement that has accrued as of the effective date of the assignment. "Affiliate" means with respect to a Party, any other legal entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, that Party where "control" means, and shall be deemed to exist if, the controlling entity owns more than 50% of the equity interests of the controlled entity.

11. Counterparts; Signatures. The 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.

12. Precedence. In the event of conflict between the terms of this Exhibit C and the Agreement (including any and all attachments thereto and amendments thereof), the terms of this Exhibit C shall prevail.

13. Neither Party is Drafter. The Parties agree that each of them has had the opportunity to review this Exhibit C and the Agreement with such legal counsel and other consultants as that Party may choose. As a consequence, neither Party will be deemed to be the originator or proponent of any word, phrase, sentence, or other provision of either the Agreement or this Exhibit C and no word, phrase sentence, or other provision of either the Agreement or this Exhibit C will be construed more harshly against one Party as the originator, proponent, or advocate thereof.

14. Termination Without Cause. Notwithstanding any other provision of the Agreement or any



amendment, addendum, exhibit, schedule, or any of their equivalents, either Party may terminate the Agreement, without cause or penalty, on a date certain by delivering written notice thereof not less than ninety (90) calendar days in advance of said date certain to the non-terminating Party.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE.]



IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date set forth below, effective as of the effective date of the Agreement.

**SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM**

**DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE,
FLORIDA**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

