



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 a non-standard agreement with South Broward Hospital District d/b/a Memorial Healthcare System to provide on-site clinical services for nursing students. Fiscal Impact: None.

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

Purpose: This Clinical on-site is needed to fulfill the mission of the Health Science Programs, Nursing ASN & RN-BSN programs. Allied Health Programs, Dental Hygiene/Assisting, Diagnostic Medical Sonography, EMS, Health Information Technology, Health Services Management Nuclear medicine, Physical Therapy Assisting, Radiation Therapy, Radiography, Respiratory Care, Vision Care, EMT, Paramedic, Health Navigator, other programs at the college, Biomedical Engineering, Supply Chain Management, Computer Information Technology, School of Business, Bachelors in Environmental Science (Biosecurity), New Media Communication, Broward Up, Continuing Education Programs. This clinical on-site is vital to the success of Broward College students enrolled in the above programs of study.

How does this impact student success: The use of this clinical on-site will ensure that students in the above programs gain practical experience by working alongside their employee practitioners.

What specific goal of the Strategic Plan is advanced through this action: This aligns with the Social Enterprise Plan tactic of Answer the Call for Healthcare Professionals and the tactic goal of increasing the number of health care professionals available to care for our community. The addition of this site will allow for the above programs to maximize clinical experiences and lab (clinical) course size.

What procurement process or bid waiver was used and why? Not applicable .

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Not applicable .

What fund, cost center and line item(s) were used? Not applicable .

Has Broward College used this vendor before for these products or services? This is a clinical affiliation agreement with a health system that is a long-term partner.

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

Was there a return on investment anticipated when entering this contract? Yes, we expect that MHS will be accommodating to BC students and provide opportunities in good faith.

Was that return on investment not met, met, or exceeded and how? Yes, it has been met. MHS has demonstrated a good faith effort to provide opportunities for BC students to meet course requirements for practical/clinical experiences.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes. This affiliation agreement supports the need to answer the call for health care professionals.

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:

The College will not be paying for use of this space for student experiences. Students pay for the lab (clinical) course as a regular per-credit course. There is financial impact related to continued enrollment when students have access to these experiences.

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

9/8/2023

HISTORY:

09/04/24

District Board of Trustees


















APPROVAL PATH: 11371: South Broward Hospital District d/b/s Memorial Healthcare System

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
2	Sara Turpel	Dean Review		 Completed	
2	Legal Services Review Group	Review and Approval for Form and		 Completed	
3	Jamonica Rolle	Vice Provost Review		 Completed	
4	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
5	Electronic Signature(s)	VP/CP Signature via DocuSign 		 Completed	
6	Board Clerk	Agenda Preparation		 Completed	
7	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	

**AFFILIATION AGREEMENT FOR CLINICAL EDUCATION BETWEEN
DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE AND
SOUTH BROWARD HOSPITAL DISTRICT**

THIS AFFILIATION AGREEMENT FOR CLINICAL EDUCATION (hereinafter referred to as the "Agreement"), is made and entered into this 1st of January, 2024, by and between The District Board of Trustees of Broward College, Florida (hereinafter referred to as the "**School**") and the SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as the "**Hospital District**").

WITNESSETH

WHEREAS, the School wishes to provide a clinical education experience to their students ("Students") enrolled in various programs as identified in **Exhibit A**, which is incorporated herein and attached hereto as the "**Program**"; and

WHEREAS, the Hospital District is willing to provide such clinical education experience at Memorial Healthcare System, in accordance with the terms and conditions set forth herein; and

WHEREAS, the purpose of this Agreement is to establish a mutually beneficial affiliation between the parties by providing Students with a clinical education experience at the Hospital District in order to enhance the development of the Students in the attainment of their professional goals. The hereinabove described clinical education experience will be referred to as the "Clinical Program."

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

1. Responsibilities of School:

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

- (i) To provide qualified and competent instruction in the classroom;
- (ii) To maintain responsibility for the instruction and academic supervision of its Students assigned to the Hospital District;
- (iii) To evaluate the Students in their didactic work;
- (iv) To notify the Hospital District of the number of Students and the affiliation periods;
- (v) To provide the Hospital District with information regarding each Students' level of training;
- (vi) To provide the Hospital District with objectives and guidelines for each phase of the learning experience;
- (vii) To contact the Hospital District at least once each semester or as often as it is judged necessary or as required by the Hospital District;
- (viii) To instruct its Students, in cooperation with the Hospital District, on the rules and regulations of the Hospital District applicable to the Students, and



to hold Students responsible for same; provided, however that this does not preclude the Hospital District from providing further orientation to the Students; and

- (ix) To submit a copy of the Clinical Program's objectives prior to execution of this Agreement.

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

(C) Indemnification. The parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each party agrees to be liable to the limits as set forth in Section 768.28, Florida Statutes, for its acts of negligence or omissions which result in claims or suits against them, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. 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.

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

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

- (i) Are advised that they should be vaccinated against;
- 1) MMR (2).
 - 2) Hepatitis B (3). An MHS Hep B declination form will be accepted.
 - 3) Tdap or Td booster within the last ten years.
 - 4) Varicella.



- (ii) Can verify either immunity, or lack of immunity to hepatitis B, varicella, measles, mumps, and rubella through a titer, or documented positive history of chicken pox, measles, mumps, and rubella.
- (iii) Have 1 negative PPD, 1 negative QuantiFERON Gold, 1 negative T-SPOT test or 1 positive PPD AND a negative chest x-ray dated after the positive PPD. The student/faculty member will only have to do this once. However, a yearly MHS TB signs and symptoms form will be required.
- (iv) Flu shot (seasonal) October 1- March 31. Medical/religious exemptions may be requested.
- (v) COVID-19 vaccine. Medical/religious exemptions may be requested.
- (vi) Are free from contagious diseases and do not otherwise present a health hazard to the Hospital District's patients, employees, volunteers or guests.

(F) Background Screening/Drug Test. School and/or Student will be responsible for arranging the following screenings for the Student:

- (i) Tri county (Broward, Miami-Dade, Palm Beach) background check
- (ii) State/FDLE background check
- (iii) National background check
- (iv) Sexual Predator background check
- (v) OIG Sanctions & Exclusions Check
- (vi) Employment verification – the last year
- (vii) Fingerprinting (may vary depending on the type of student)
- (viii) Eight (8) panel drug test or higher.

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

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

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

(J) Student File. The School and/or Student understands and agrees to use MHS' electronic onboarding system. The School and/or Student understands that he/she or it is financially responsible for any and all fees associated with the use of MHS' electronic onboarding system. The School and/or Student is responsible for and will maintain current the student's file within the electronic onboarding system.

2. Responsibilities of Hospital District:



(A) The Hospital District, pursuant to the Clinical Program, will provide Students supervised clinical education experience based on objectives which are compatible with those of the School.

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

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

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

(D) Hospital District maintains a self-insurance program under Section 768.28, Florida Statutes. Hospital District agrees to keep such self-insurance program in force during the term of this Agreement and all applicable statute of limitations time periods. Confirmation of the existence and maintenance of said self-insurance will be provided by Hospital District upon the request of the School.

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

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

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

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

3. Withdrawal of Students. The Hospital District will have the right to terminate any Student's participation in the Clinical Program without prior notice to the School, in the Hospital



District's sole discretion. The Hospital District may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. The Hospital District will notify the School of either of such events as soon thereafter as possible.

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

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

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

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



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

9. Student Records. The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 United States Code sections 1232(g), 1232(h) and 1232(i), and federal regulations issued pursuant to such act, and by state law in Section 1002.22, Florida Statutes, and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than the School. The School agrees to provide guidance to the Hospital District with respect to complying with the provisions of FERPA and similar state law. The Hospital District agrees to treat all student education records that are specifically identified as such by the Parties confidentially and not to disclose such student education records except to the School and the Hospital District officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that the fact that a Student is mentioned in a record or report generated and/or maintained by the Hospital District in the normal course and scope of its operations, and not created or maintained by the School, may not cause such record or report to be considered a "student education record" for purposes of this paragraph.

10. Compliance With Laws. Each party to this Agreement, and all Students, will comply with all applicable State and federal laws, rules and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, each as amended from time-to-time (collectively referred to as "HIPAA"), all applicable Joint Commission standards, and the provisions of the Florida Information Protection Act ("FIPA") and any implementing regulations that may be adopted from time-to-time. School will inform Students that they are required to comply with all applicable State and federal laws, rules and regulations, including but not limited to, HIPAA, FIPA and all laws and regulations relating to patient confidentiality.

11. Public Records Law. The parties understand that each is a Political Subdivision of the State of Florida and, as such, is subject to Chapter 119, Florida Statutes, commonly known as Florida's Public Records Law. Each party must keep and maintain the public records required to perform under this Agreement ("Public Records"). Neither party will 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.

12. Term. The initial term of this Agreement will be three (3) years, commencing on the Effective Date. The parties may extend the Agreement by mutual written agreement of the parties. Either party hereto may terminate this Agreement without cause at any time by giving to the other party at least thirty (30) days' prior written notice. Notwithstanding said termination, Students participating in the Program at the time of the termination will be allowed to complete the clinical education experience; such completion period will not exceed six (6) months, unless otherwise agreed to in writing by the Hospital District and the School. However, no other Student will be



enrolled after the date upon which notice of termination has been provided.

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

SCHOOL:	HOSPITAL DISTRICT:
School: The District Board of Trustees of Broward College Address: 111 E. Las Olas Blvd. Ft. Lauderdale FL 33301 Attention:	President and Chief Executive Officer South Broward Hospital District 3111 Stirling Road Hollywood, Florida 33312
With a copy to:	With a copy to:
Address: 111 E. Las Olas Blvd., Ft. Lauderdale FL 33301	Senior Vice President and General Counsel South Broward Hospital District
Attention: General Counsel and Vice President for Public Policy and Government Affairs	3111 Stirling Road Hollywood, Florida 33312

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

14. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, taken together, will 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, will constitute sufficient delivery, communication and record of the formation of this transaction.

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

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



SOUTH BROWARD HOSPITAL DISTRICT:

DocuSigned by:
By: k. Scott Wester
Name: Scott Wester
Title: President & Chief Executive officer
Date: 4/15/2024

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE:

DocuSigned by:
By: Jeffrey P. Nasse
Name: Jeffrey P. Nasse
Title: Provost & SVP Academic Affairs
Date: 4/15/2024



Exhibit A

Health Science:
Dental Hygiene,
Diagnostic Medical Sonography,
EMS,
Health Information Technology,
Health Services Management
Nuclear medicine,
Nursing, (ASN & RN-BSN)
Physical therapy Assisting,
Radiation Therapy,
Radiography,
Respiratory Care,
Vision Care,
Dental Assisting,
EMT
Paramedic
Health Navigator
Biomedical Engineering,
Supply Chain Management,
Computer Information Technology,
School of Business,
Bachelors in environmental science (Biosecurity),
New Media Communication,
Broward Up
Continuing Education Programs:





PRIVACY AND DATA SECURITY CHECKLIST FOR VENDORS

- New Vendor
- Existing Vendor

- New Software
- Existing Software
- New Equipment (w/software)
- Existing Equipment (w/software)

(Please click to check each box above that applies)

South Broward Hospital District
 d/b/a Memorial Healthcare System
 3111 Stirling Road
 Hollywood, FL 33312
 Broward College

_____ (“Vendor”) proposes to enter into

a clinical affiliation agreement. This is an affiliation agreement for clinical experiences for students from Broward College (the District Board of Trustees of Broward College, Florida, a ~~political subdivision of the State of Florida~~).

_____ (collectively, “Agreement”)

(insert name of agreement(s) & supplemental legal documents)

with South Broward Hospital District d/b/a Memorial Healthcare System (“Memorial”). To confirm the appropriate documentation that needs to accompany the Agreement so that the parties will be in compliance with privacy and data security requirements under applicable law, Memorial needs Vendor to respond to the following:

COMPANY PROFILE	
Company/business name: Broward College	
Name of the holding or parent company: District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida	
CHECKLIST	
Will Vendor require access to any Memorial Protected Health Information (“PHI”) (including any Limited Data Set) to provide services, or otherwise have the ability to access (without assistance or monitoring by Memorial personnel) Memorial PHI when providing services, under the Agreement? PHI elements are listed below (please click to check each box that applies) (reply “yes” even if access applies only to one element): <ol style="list-style-type: none"> 1. Name <input type="checkbox"/> 2. Medical Record Number <input type="checkbox"/> 3. Dates (birth date, admission date, discharge date, date of death) <input type="checkbox"/> 4. Postal Address <input type="checkbox"/> 5. Full face photographic images <input type="checkbox"/> 6. Social Security Number <input type="checkbox"/> 7. Telephone Number <input type="checkbox"/> 8. Fax Number <input type="checkbox"/> 9. Email Address <input type="checkbox"/> 10. Account Number <input type="checkbox"/> 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No





PRIVACY AND DATA SECURITY CHECKLIST FOR VENDORS

<p>11. Health Plan Beneficiary Number <input type="checkbox"/></p> <p>12. Device Identifiers <input type="checkbox"/></p> <p>13. Biometric Identifiers <input type="checkbox"/></p> <p>14. Vehicle Identifiers <input type="checkbox"/></p> <p>15. Web Address <input type="checkbox"/></p> <p>16. IP Address <input type="checkbox"/></p> <p>17. URL Address <input type="checkbox"/></p> <p>18. Certificate/Driver License Number <input type="checkbox"/></p>	
<p>Will Vendor maintain in electronic form any personal information (“PII”) when providing services under the Agreement?</p> <p>PII elements are an individual’s first name or first initial and last name in combination with any one or more of the data elements listed below (please click to check each box below that applies):</p> <p>a. An individual’s first name or first initial and last name in combination with <u>any one or more</u> of the following data elements for that individual:</p> <p>(I) A social security number; <input type="checkbox"/></p> <p>(II) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity; <input type="checkbox"/></p> <p>(III) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account; <input type="checkbox"/></p> <p>(IV) Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; <input type="checkbox"/></p> <p>(V) An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer <input type="checkbox"/></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>What services or software are (or will be) provided by Vendor to MHS or its facilities?</p> <p>None</p>	
<p>Will Vendor share MHS PHI or PII with another vendor or organization? (please click to check each box that applies)</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> PHI <input type="checkbox"/> PII</p>
<p>If yes, please list name of vendor(s) or organization(s) and state the purpose of the disclosure:</p>	
<p>If Vendor’s products or services involve software that stores PHI/PII, will the software be installed in equipment or systems located only on-premises at MHS? What will be stored? (please click to check each box that applies)</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> PHI <input type="checkbox"/> PII</p>





PRIVACY AND DATA SECURITY CHECKLIST FOR VENDORS

If no, please list location and owner of location:	
Who will have access to MHS' PHI/PII?	
Will the PHI/PII be stored in the cloud? If yes, please confirm if PHI, PII, or both. (please click to check each box that applies)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PHI <input type="checkbox"/> PII
If yes, please list cloud provider organization's name:	
Will any other Vendor subcontractors have access to MHS' PHI or PII? (please click to check each box that applies)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PHI <input type="checkbox"/> PII
If yes, please list the name of the subcontractor(s):	
If Vendor will have access to MHS PHI, has your organization (and all of your subcontractors with access to MHS PHI) implemented policies and procedures and other internal controls that fulfill all applicable requirements of the HIPAA Security and Privacy rules. Students are educated and have documented completion of such on HIPAA Security and Privacy rules	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Vendor will have access to MHS PHI/PII, please name any third parties that provide any data security risk assessment or audit services: If none, please check no. If yes, please confirm if PHI, PII, or both. (please click to check each box that applies)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PHI <input type="checkbox"/> PII
Has Vendor suffered a data loss or security breach within the last 3 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please describe the loss or breach: add remediation/mitigation actions:	





PRIVACY AND DATA SECURITY CHECKLIST FOR VENDORS

<u>VENDOR PRIVACY/IT DATA SECURITY OFFICER CONTACT</u>	
Name and Title:	
Address:	
Phone:	Email:

The undersigned hereby represents, warrants, and certifies that s/he has all requisite right, power, and authority to execute and deliver this Certification on behalf of Vendor and to bind the Vendor to the terms of this Certification. The undersigned hereby covenants and agrees to defend Memorial against any claim, demand, suit or proceeding (each, a "Claim") made or brought against any Memorial alleging that such authority did not exist and to indemnify and hold harmless Memorial from and against any and all damages, losses, injuries to third parties, liabilities, fines, judgments, penalties, costs and expenses actually incurred by Memorial as a result of any such Claim.

IN WITNESS WHEREOF, Vendor has caused this certification to be duly executed on its behalf and does hereby represent, warrant and certify that the information submitted herein is true, correct and complete.

 (Print name of Vendor)

By: _____
 (Sign here)

Name: _____
 (Print name)

Title: _____
 (Print title)

Date: _____



Certificate Of Completion

Envelope Id: 403AA024A9C349F08894CC0673D32F11	Status: Completed
Subject: Complete with DocuSign: 30719-Broward College-Affiliation Agreement Extension (w LEGAL STAMP).pdf	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Alyssa Gimenez-Beron
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3111 Stirling Road
	Fort Lauderdale , FL 33312
	algimenezberon@mhs.net
	IP Address: 205.152.238.75

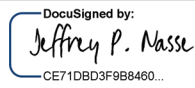
Record Tracking

Status: Original	Holder: Alyssa Gimenez-Beron	Location: DocuSign
4/15/2024 10:52:07 AM	algimenezberon@mhs.net	

Signer Events

Jeffrey P. Nasse
 jnasse@broward.edu
 Provost & SVP Academic Affairs
 Broward Collge
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 CE71DBD3F9B8460...
 Signature Adoption: Pre-selected Style
 Using IP Address: 4.31.220.120

Timestamp

Sent: 4/15/2024 11:22:27 AM
 Viewed: 4/15/2024 1:46:54 PM
 Signed: 4/15/2024 1:47:26 PM

Electronic Record and Signature Disclosure:

Accepted: 1/6/2024 3:20:10 PM
 ID: 2eea8507-3783-4098-8839-03ae75ab32e2

K. Scott Wester
 SWester@mhs.net
 President & Chief Executive Officer
 Memorial Healthcare System
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 EDD9973FDF704AB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 205.152.238.75

Sent: 4/15/2024 11:22:27 AM
 Viewed: 4/15/2024 11:44:43 AM
 Signed: 4/15/2024 11:44:48 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2024 11:22:27 AM
Certified Delivered	Security Checked	4/15/2024 11:44:43 AM
Signing Complete	Security Checked	4/15/2024 11:44:48 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/15/2024 1:47:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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