



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the renewal of contract with Memorial Healthcare Systems to use the Health Sciences Simulation Center for 2025. Fiscal Impact: Estimated revenue \$12,190.00.

Presenter(s): Donald Astrab, Interim President and Executive Vice President, Chief Operating Officer

What is the purpose of this contract and why is it needed?

- **Defines Scope and Objectives:** They detail the scope of services, including the type of simulations provided, the duration, and the objectives of the training. This helps ensure both parties are aligned on what will be delivered, along with clarity of each role and responsibilities within this contractual agreement.
- **Set Terms of Use and Access:** Contracts specify how and when facilities can be used, including any restrictions or protocols that need to be followed, ensuring that both the simulation center and hospital use resources appropriately.
- **Financial Arrangements:** They include details about costs, payment schedules, and any financial obligations, helping to prevent misunderstandings or disputes over money.
- **Liability and Risk Management:** Contracts address liability issues and how risks will be managed, including insurance requirements and procedures for handling accidents or damages.
- **Confidentiality and Data Protection:** They establish how sensitive information will be handled, ensuring that patient data and other confidential information are protected.

What procurement process or bid waiver was used and why? Revenue Generating for Broward College.

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

No.

What fund, cost center and line item(s) were used? Revenue generating for Broward College and supporting the community hospital residency programs for training and development.

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.

Was that return on investment not met, met, or exceeded and how? College generated profit from Memorial Hospital System.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, it supports the community; "Collaborate across the College to increase opportunities for investment in student success initiatives. Increase external partner relationships. Expand and deepen community involvement and engagement."

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:

Fiscal Impact Increase of \$12,190.00 for Health Sciences Simulation Center Leasing to Memorial Healthcare Systems for 2025.

CC0334; BU010; FD100, PG000168.

09/24/24	CC0344 · Sim Center Administration	\$12,190.00
	Center Facility Lease with MHS	

Jo Anderson
Jo Anderson

8/21/2024

Jamonica Rolle
Jamonica Rolle, Vice Provost, Academic Affairs

9/16/2024




APPROVAL PATH: 12453 Memorial Healthcare System- Contract Renewal for 2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Lilia Chavarria	Senior Director Review		Completed	
2	Donald Astrab	Vice Provost Review		Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
5	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed	
6	Legal Services Review Group	Review and Approval for Form and		Completed	
7	Board Clerk	Agenda Preparation		Pending	
8	District Board of Trustees	Meeting	01/14/25 11:00 AM	Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		Pending	

**AMENDED AND RESTATED
FACILITY RENTAL AGREEMENT
SIMULATION CENTER**

THIS FACILITY RENTAL AGREEMENT (“Agreement”) is made and entered into as of December 16, 2024 between The District Board of Trustees of Broward College, Florida (“College”) and South Broward Hospital District d/b/a Memorial Healthcare System whose telephone number is (954)-265-7246 and whose address is 3111 Stirling Road, Second Floor, Ft Lauderdale, Fl 33312 c/o Legal Department (“Lessee”) (collectively, the “Parties”) under the following terms until 12/31/2025. This Amended and Restated Facility Rental Agreement replaces that certain Facility Rental Agreement between the parties dated December 2nd, 2024 (the “Original Rental Agreement”) and the Original Rental Agreement shall be null and void ab initio.

1. Lease.

For and in consideration of the rents and charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, the College hereby leases to the Lessee the facility “Health Sciences Simulation Center” rooms, or the entire facility as selected by the Lessee and identified on Exhibit “A,” on the Central Campus of Broward College (hereinafter “Facility”). Food and drinks are prohibited in Facility with the exception of the Lobby.

2. Payments.

Due to state auditor requirements, the College cannot extend credit; therefore, Lessee must return the signed Agreement, as well as Exhibit “A” attached hereto and incorporated herein as an integral part of this Agreement, and pay all rental fees in accordance with Exhibit “A” at least thirty (30) days prior to the event. The College reserves the right to add other charges as it deems appropriate. Non-profit organizations must present their IRS 501C status certification.

3. Dates and Times.

In consideration of the mutual agreements contained herein, the College hereby leases to Lessee, and Lessee hereby accepts the right to use and occupy the Facility during the date(s) and time frame(s) in accordance with Exhibit “A.”

4. Use.

The Lessee shall have the right to occupy and use the Facility for the Event as it is identified on Exhibit “A” and no other.

5. Rental Fees.

Lessee agrees to pay the rental fees and additional direct support costs, as determined by the College and in accordance with the rental and cost schedule applicable to the Facility, labeled Exhibit “A.” Exhibit “A” also lists additional costs, and other planning information related to the Facility.

6. Additional Fees.



The aforementioned rental payment includes all fees identified in Exhibit "A." Lessee may also incur additional fees, including but not limited to, fees associated with space, staff and/or rental equipment or services. The number and identity of persons and property to be used for each Event shall be approved by the College. All Event operating expenses shall be the responsibility of the Lessee. Additional fees are laid out in Exhibit "A."

7. Deposit.

Lessee agrees to pay a non-refundable reservation deposit in accordance with Exhibit "A" upon signing this Agreement. The deposit will be applied toward the rental costs. A deposit check shall be submitted with this signed Agreement as well as any other requirements in Exhibit "A."

8. Ingress/Egress.

All portions of the sidewalks, gates, doors, roadways, vestibules, and all ways of access to public utilities and other areas of the Facility shall be kept unobstructed by the Lessee and shall not be used for any purpose other than ingress or egress to and from the premises by the Lessee unless specifically identified and listed in Exhibit "A."

9. Concessions and Vending.

The rights to all food and drink concessions are reserved by the College. If the College allows Lessee to make concession and/or merchandise sales, the College will be entitled to the specified percentage of gross sales by Lessee as indicated in Exhibit "A" as determined by the rental status. **THE SALE OR DISTRIBUTION OF ALCOHOL REQUIRES PERMISSION FROM THE COLLEGE IN ADVANCE OF SALE OR DISTRIBUTION.**

10. Taxes.

The College shall not be responsible for the payment of any taxes arising out of or in connection with the use of the premises by the Lessee. The Lessee shall be responsible and required to pay to the College an amount sufficient to discharge all taxes which may arise from or in connection with the Lessee's use of the premises upon demand.

11. Security.

All security and law enforcement shall be provided by the College.

- A. The College reserves the right to eject or remove persons from the Facility if they are engaging in objectionable behavior. Objectionable behavior shall be determined by the College.
- B. The College assumes no responsibility whatsoever for any property placed in or on the College's premises, and the College is hereby expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of the premises under this Agreement.

12. Abandoned Property.



Unless special arrangements have been made between the College and Lessee, any property left in or on the premises by the Lessee shall be deemed abandoned and become property of the College to be disposed of or utilized at the College's discretion in no less than two days after the Event.

13. Compliance.

The College hereby reserves the right to control and manage the Facility and to enforce all necessary and proper rules for the management and operation of the Facility. The College shall have free access at all times to all space occupied by the Lessee. Lessee shall obtain all necessary permits and licenses for the Event. Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual property used on or incorporated in the Event. Lessee may not utilize the rented space(s) for any other purpose than the purpose stated in this Agreement.

14. Assignment.

Lessee shall not sublet any rented space(s), or in any way assign this Agreement or any rights hereunder to any other person or organization, unless the College and Lessee have agreed to such assignment in a writing signed by the Parties.

15. Interruptions or Termination of Event.

The College shall retain the right to interrupt or terminate any event in the interest of public safety. If the College decides to evacuate the premises for public safety reasons, Lessee shall immediately obey the directions of the College.

The College will work with the Lessee to reschedule the presentation of the Event without additional rental fees, providing such time does not interfere with other scheduled events. If it is not possible to complete the presentation of the Event, rental fees shall be forfeited, prorated, or adjusted at the discretion of Facility management, and Lessee hereby waives any claim for damages.

16. College's Right to Lease Other Portions of the Facility.

The College reserves the right to rent out other parts of the Facility building, at the same time that Lessee has rented Facility space. Lessee has no right to enter or use areas of the Facility other than those specific areas Lessee rented for the Event.

17. Safety Provisions.

Lessee shall not, without the written consent of the College, put up, operate, or use any candles, internal combustion engine or motor or machinery on the premises, or use explosives, burning fluids, or gasoline for either mechanical or other purposes. Any fire or fire effects must be preapproved in writing by the College. The College may require a demonstration at Lessee's expense. Lessee further agrees that all decorative material, including but not limited to floor covering, must be flameproof and that all matters involving safety must be brought to the attention of the College and will be resolved by the decision of the College. If Lessee uses explosives or pyrotechnics during the production of the Event, the Lessee is



responsible for all licenses and/or permits. Proof of such licenses/permits must be provided to the College no later than two (2) weeks before the Event date. Any additional personnel required to be on the premises during Lessee's production, including but not limited to fire department personnel, shall be an expense charged to the Lessee in the final billing process.

18. Intellectual Property Infringement Indemnification.

Lessee and its vendors/suppliers/subcontractors agree to indemnify, defend and hold harmless the College from any claims or costs, including legal fees, which arise or might arise from a claim of copyright or other intellectual property right infringement arising out of or related to the Event and any material used in the Event.

19. Damage.

Lessee and its vendors/suppliers, subcontractors shall be liable for all damage to buildings, fields, grounds, and equipment incident to the Lessee's use of the Facility and such damage shall be determined in the College's sole discretion. Lessee agrees to pay for all damage to the Facility and to the College's property at the site (other than normal wear and tear).

20. Modifications.

Lessee shall make no temporary or permanent modifications to the Facility without the express written permission of the College.

21. Insurance.

For the rental of the Facility, Lessee shall purchase and maintain through the term of this Event, a Certificate of Insurance to protect Lessee from all claims of bodily injury, including accidental death, personal injury and property damage arising out of the Event. The comprehensive general liability insurance shall be in an amount of not less than \$1,000,000.00 unless agreed to in writing by the College and shall name the College as additional insured, as regards General Liability, in the name of "The District Board of Trustees of Broward College, FL." Sale and/or distribution of alcohol by Lessee or any of its vendors/suppliers/subcontractors will also require Lessee to have Liquor Liability insurance in an amount not less than \$1,000,000 unless agreed to in writing by the College. A copy of the above insurance policy shall be delivered to the College upon the execution of the Agreement at Risk Management, 6400 NW 6 Way, Fort Lauderdale, FL 33309. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving the College five (5) days written notice. Lessee shall ensure that any of its vendor/suppliers/subcontractors are similarly insured.

22. Services.

The College agrees to furnish general lighting from the permanent fixtures, outlets, air conditioning, and water for normal usage as now installed in Facility. The Lessee hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system, or air



conditioning, leading to or on the premises, when failure to supply the above is beyond the College's control.

23. Force Majeure.

Notwithstanding any provisions of this Agreement to the contrary, neither party shall be held liable for any failure or delay in the performance of this Agreement 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. The Parties shall determine whether they wish to continue under the terms of the Agreement after such circumstance(s) has subsided.

24. Indemnification.

Lessee shall indemnify and hold the College, its Board of Trustees, officers, employees, agents, and assigns harmless from and against all claims, liability, loss, and expense including reasonable attorneys' fees and costs, and collection expenses incurred, from any claim, suit or proceeding arising out of Lessee's negligent, reckless, or willful misconduct, occurring from, relating to or arising out of the use of the Facility. This clause shall survive the termination of this Agreement.

25. Safety and Compliance.

The Lessee shall use and occupy the premises in a safe and careful manner and shall comply with all applicable municipal, state, and federal laws, and rules and regulations as prescribed by the fire and police departments and any other governmental authorities, as may be in force and effect at the time of the Event. In the event that Liquor is supplied and sold by the Lessee at the event, the Lessee shall be responsible to obtain all required Liquor and related permits. The Parties shall comply with Broward College Policy 6Hx2-6.32.

26. Successors and Assigns.

This Agreement and each of its terms and conditions shall be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, personal representatives, successors, and assigns.

27. Advertising.

Lessee shall not advertise any programs, nor shall the sale of tickets begin until Lessee has paid the required deposits, signed, and returned the Agreement, and supplied the certificate of insurance and Lessee's appropriate tax documentation to the College. Use of the College Logo and/or name is strictly prohibited unless authorized in Exhibit "A" and, if so, the College shall approve in writing all advertising that includes the College's name or logo.

28. Cancellation.



If Lessee desires to cancel this Agreement, Lessee must provide written notice of cancellation at least 90 days prior to the Event in order to receive a full refund of all monies paid. If written cancellation is made less than 90 days, but at least 30 days prior to the Event, the College will refund 50% of all monies paid to the College. If the College receives notice of cancellation from Lessee less than 30 days prior to the Event, all monies paid by Lessee will be forfeited.

29. Termination for Default.

Should Lessee fail to perform as set forth in this Agreement, the College shall have the right to immediately terminate the Agreement for default. Upon such termination, the College shall have the right to Lessee's full rent and expenses as liquidated damages. Liquidated damages are assessed because the College cannot determine exactly how much money it would have made by renting the Facility to another party. The College and Lessee agree that the liquidated damages are not a penalty. Lessee agrees to promptly remove at Lessee's expense all of its property from the Facility. This paragraph shall survive the expiration or termination of the Agreement.

30. Non-discrimination.

Lessee shall comply with all State, Federal and Local laws regarding free and open access to the Facility and there shall be no discrimination based on race, color, religion, disability, veteran status, gender, national origin, marital status, sexual orientation, or any other basis prohibited by law.

31. Independent Contractors.

Lessee and the College are independent contractors and nothing in this Agreement shall be interpreted to establish any employment relationship between the Parties and their respective employees, agents, subcontractors, or assigns during or after the term of this Agreement.

32. Entire Agreement.

This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and no other prior written or oral statements or agreements are valid for any reason.

33. Amendment.

This Agreement may be changed only by written amendment duly executed by the College and Lessee.

34. Law and Venue.

The place of this Agreement, and its forum, is Broward County, Florida. Therefore, all legal disputes whether in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement shall be determined using Florida law and shall be brought only in Broward County, Florida.

35. Records Retention and Public Access.



Lessee shall maintain all records, books, and documents pertinent to the performance of this Lease 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 Agreement. Records relating to any legal disputes arising from performance under this Agreement shall be made available to the College until final disposition of the legal dispute. If the audit reveals that Lessee owes the College any funds, Lessee shall pay for the audit and return all funds to the College immediately.

36. Public Records.

Lessee shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Lessee 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 Lessee and Lessee shall bear all costs and fees related to the same.

37. Notices.

All notices by either Party to the other shall be in writing, delivered personally, electronically, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally and addressed as follows:

To College:

To Lessee:

Contact: Office of the General Counsel

Contact: Saima Chaudhry, MD

Address: 111 East Las Olas Blvd., Building 33

Address: 703 N. Flamingo Road

City/State/Zip: Ft. Lauderdale, Florida, 33301

City/State/Zip: Pembroke Pines, Florida 33028

Phone: (954)-201-7639

Phone: (954)-844-4466

Email: legalservices@broward.edu

Email: Sauchaudhry@mhs.net

38. 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."

College

Lessee



In executing this Agreement, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Agreement and to give it binding legal effect. The Parties to this Agreement accept these terms through their respective representatives on the date noted above.

COLLEGE

LESSEE

Signature

Signature

Name

Name

Title

Title



**AMENDED & RESTATED
FACILITY RENTAL AGREEMENT
SIMULATION CENTER
EXHIBIT "A"**

Event Name ("Event"): Space available use of portions of the Facility described below during term of the Agreement for training of medical residents.

Pursuant to this Agreement, Lessor makes available the portions of the Facility described below, on a non-exclusive, space available basis, for the purpose of training medical residents of Lessee. Should Lessee wish to utilize any portion of the Facility described below, it shall so notify the Lessor to reserve the space and, if the requested space is available, the Lessor will reserve the space in the name of Lessee. Once space is reserved, the Lessee will owe Lessor the applicable Facility fees described below and, in addition, all other additional costs associated with Lessee's planned usage of the Facility, including, supplies used and staffing required that is beyond and beyond the standard staffing provided by Lessor, even if Lessee cancels. If Lessee would like to reschedule rather than cancel a reservation, Lessor will endeavor, in good faith, to accommodate Lessee's request but rescheduling is not guaranteed. In the event of cancellation, Lessor will endeavor to mitigate the additional costs associated with Lessee's planned usage, including staffing.

Lessor will invoice Lessee after each instance of Lessee's use of the Facility for the Facility fees and additional costs, plus applicable sales taxes, if any. Lessor shall pay invoices within thirty (30) days of receipt.

Facility:

- First Floor Auditorium (Bldg. 1008 Room 105) - Capacity 109; Lecture only**
- First Floor Lobby (Bldg. 1008 Room 108) – Capacity 85**
- First Floor Kitchenette (Bldg. 1008 Room 114) – Food Prep Room**
- Auditorium (Bldg. 1008 Room 105) and Simulation in Front Stage Area (Bldg. 1008 Room 105A)**
- First Floor - ED Triage/Decon. Shower Area/ Dressing Room* (Bldg. 1008 Rooms 131, 132A, 132)**

* Select the number and type of treatment rooms; ** Additional expense if using Standardized Patients

- First Floor - Fast Track/Dental Office/Exam Rooms (Bldg. 1008 Rooms 123, 127, 129)**
 - 1 Room 2 Rooms 3 Rooms

First Floor - Cardiovascular Suite - Harvey Cardiopulmonary Simulator (Bldg. 1008 Room 122A)

1 Harvey 2 Harvey 3 Harvey

Specific room numbers included under this agreement: _

Duration of Rental:

- Half Day (up to 4 hours includes set-up and tear down & cleaning of equipment)**
- Full Day (up to 8 hours includes set-up and tear down & cleaning of equipment)**
- Second Floor - Large patient rooms include adjacent debriefing and waiting room (pre-briefing, simulation, and debriefing rooms) (Bldg. 1008 Rooms 218, 219, 223 and 224)**

4 hours		Room cost: \$1,162/ room- includes set-up and tear down & cleaning of equipment
8 hours		Room cost: \$2,100/ room- includes set-up and tear down & cleaning of equipment
Standardized Patient (Actor) 4 hrs/8 hrs		4 hrs: \$300/ room 8 hrs: \$600/ room
RN 4 hrs/8 hrs		4 hrs: \$300/ room 8 hrs: \$600/ room
Simulation specialist (4 hrs/8 hrs)		4 hrs: \$300/ room 8 hrs: \$600/ room
Moulage		Minimum cost: \$30



Any tissue or medical equipment that is disposable will be charged according to the cost at the time of usage (e.i. central line, lumbar puncture, trachea, suture, centesis trainers)		
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Exhibit B
ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (“Addendum”) amends that certain Amended and Restated Facility Rental Agreement and accompanying Exhibits contract (hereinafter referred to as “Agreement”) by and between THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA (hereinafter referred to as “**Company**”) and SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as “**Memorial**,” Company 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:

1) Effective as of the effective date of the Agreement, the terms of the Agreement are amended as follows:

a. Company will submit invoices to include PO number or Department Number, whichever shall apply to MHS, P.O. Box 269001, Pembroke Pines, FL 33026, Attention: Accounts Payable Department, or electronically by email to Apinvoice.net
Incorrect or improper charges on invoices are not considered due and payable.

b. Section 2 is amended to provide for payment to be made by Lessee within thirty (30) days following receipt of an invoice from Lessor. Invoices will be sent to Lessee following each use of the Facility. Further, Memorial’s payment obligations shall survive the expiration or earlier termination of the Agreement.

c. Section 6 shall include the following language:

“Notwithstanding any provision to this Agreement, any additional expenses, fees, costs, or charges not included in Exhibit A must be mutually agreed upon by the Parties.”

d. Section 11(B) is hereby deleted in its entirety and replaced with the following:
“The College assumes no responsibility whatsoever for any property placed in or on the College’s premises, and the College is expressly released and discharged from any and

all

liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of the premises under this Agreement, except to the extent that the loss, injury or damages is due to the College’s negligence or willful misconduct, and any such liability shall be subject to Ch. 768.28, Fla. Stat.

e. Section 18 is deleted in its entirety.

f. Section 21 shall be deleted in its entirety and replaced with the following language:



“Property Insurance. Any requirement for property 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.

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 requires payment by Memorial 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 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.”

g. Section 24 shall be deleted in its entirety and replaced with the following language: “To the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., Memorial shall indemnify the Company, for tort liabilities sought to be imposed upon the Company solely as a result of the actual or alleged liability for the acts or omissions of Memorial, or its employees or agents acting within the scope of their duties for Memorial. The duty to indemnify shall terminate and be discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Memorial in excess of the amount of Memorial's statutorily-limited tort liability under Ch.768.28, Fla. Stat. Nothing in the Agreement shall be deemed to require indemnification by Memorial of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat., or otherwise operate to increase either party’s limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of either party for the acts or omissions of any party other than itself, its agents, and its employees.”

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

a. Limitation of Liability. Notwithstanding any provision of this Addendum or the Agreement to which it is applicable, neither party will be liable to the other for tort liability beyond the monetary limits specified in Ch. 768.28 Fla. Stat.



- b. Non-Discrimination. During performance of the Agreement, Company will maintain non-discrimination policies.
- c. Vendor Anti-Harassment. During the performance of the Agreement, Company will maintain an anti-harassment policy.
- d. Public Records Law. Company 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, Company acknowledges and agrees that it is Company's responsibility to ensure that it properly protects any information which Company deems to be exempt from disclosure under Florida's Public Records Law. A failure by Company to protect such information may constitute a waiver by Company of any applicable exemptions from disclosure including ones that may be applicable to trade secrets under Florida law. If Company enters into a contract for services with and is acting on behalf of Memorial, Company must keep and maintain the public records required to perform the services required by the Agreement ("Memorial Records"). 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. Company acknowledges and agrees that the pricing and other compensation payable to Company under the Agreement may not be confidential and may need to be disclosed pursuant to Florida Statute 119.

Memorial will notify Company of any instance in which the disclosure or copies of Company'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. Company 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 Company wishes Memorial to deny the request for disclosure or copies or any part thereof, Company must reply to Memorial as soon as reasonably possible but in no event later than eight (8) business days. Further, Company 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 Company 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 Company's withholding any of the documents, then



Company 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, Company agrees to indemnify and hold harmless Memorial for those costs and fees.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'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.

- e. IRS Form W-9. No compensation shall be payable to Company for any services for which Company has not submitted IRS Form W-9 Request for Taxpayer Identification Number and Certification, when required by law.
- f. 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. Company shall not apply taxes on its invoices.
- g. Scrutinized Companies. In accordance with requirements of F.S. 287.473, Company 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, Company shall have a continuing obligation to warrant and represent compliance with this provision and shall immediately notify Memorial if there is any change. Memorial shall have the right to immediately terminate the Agreement where under applicable law such a change would warrant termination.
- h. No Consent to Foreign Jurisdiction. Nothing in this Addendum 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 jurisdictions 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.

- i. Neither Party is Drafter. The Parties agree that each of them has had the opportunity to review this Addendum 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 Addendum and no word, phrase, sentence, or other provision of either the Agreement or this Addendum will be construed more harshly against one Party as the originator, proponent, or advocate thereof.
- j. Precedence. In the event of conflict between the terms of this Addendum and the Agreement (including any and all attachments thereto and amendments thereof), the terms of this Addendum shall prevail.
- k. HIPPA 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 (“HIPPA”)).
- l. Data Security and Storage. If necessary, Company will ensure that it stores (in a physical or virtual environment) and processes Memorial Data only in the continental United States. “Memorial Data” means all data and information provided by or on behalf of Memorial or otherwise accessible by Company in connection with the Agreement, including, without limitation, all Protected Health Information, patient information, and other personal information (and similar terms) within the scope of all applicable privacy and data protection legislation and regulations that may affect Memorial Data or the Agreement, including, without limitation, the Florida Electronic Health Records Exchange Act, F.S. 408.051.
- m. 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.
- n. Arbitration. Memorial does not agree to binding arbitration. Any provision for binding arbitration in the Agreement is deleted.



- o. 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 be withheld for any reason). 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) 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.
- p. 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.



- 3) In the event of conflict between the terms of this Addendum and the Agreement (including any and all attachments thereto and amendments thereof), the terms of this Addendum shall prevail.
- 4) Except as specifically amended or modified herein, the Parties do hereby ratify and confirm in all other respects the terms and provisions of the Agreement.



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

**SOUTH BROWARD HOSPITAL
DISTRICT d/b/a MEMORIAL
HEALTHCARE SYSTEM**

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

By: _____

By: _____

Print Name: Saima Chaudhry, MD

Print Name: _____

Title: DIO

Title: _____

Date: _____

Date: _____

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