

#### ARTICULATION AGREEMENT

This Articulation Agreement ("Agreem	nent") is made and entered into as of June 2022	by
The District Board of Trustees of Brow	vard College, Florida ("College") located at 111 East Las Olas Bo	oulevard,
Fort Lauderdale, Florida 33301, and	The Florida Atlantic University Board of Trustees, on behalf of	Florida
Atlantic University	("Educational Institution") (collectively, the "	Parties")
located at 777 Glades Road, Boca Ra	ton, FL 33431	,
under the following terms until June 20	025 .	

This Agreement between the Parties is governed by Chapter 1007, Florida Statutes and the Rules of the State Board of Education. This is a no cost agreement to the College. The foregoing terms and conditions are made an integral part of this Agreement:

## 1. COURSES AND PROGRAMS.

The Educational Institution hereby agrees to accept from the College's graduates the courses and programs as described in the attached Exhibit "A."

## 2. INDEPENDENT CONTRACTORS.

The Parties shall be considered independent contractors and nothing in this Agreement 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 Agreement.

# 3. SOVEREIGN IMMUNITY.

Each Party shall be responsible for its own acts of negligence. Nothing herein shall be construed or interpreted as (1) denying either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

# 4. NO THIRD-PARTY BENEFICIARIES.

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third-party person or entity under this Agreement.

# 5. NON-DISCRIMINATION.

The Parties to this Agreement shall not discriminate against any employee or participant regarding responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation, or any other basis prohibited by law. Nor shall the Parties deny participation in or benefits arising out of this Agreement to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.

### 6. AMENDMENTS.

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

#### 7. TERMINATION.

This Agreement may be terminated by either Party upon written notice to the other Party, given at least one full academic year in advance of such termination date.

#### 8. RECORDS.

Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents' request served upon it pursuant to Chapter 119, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

### 9. COMPLIANCE WITH LAWS.

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

## 10. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal claims arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the State of Florida.

## 11. ASSIGNMENT.

Neither Party to this Agreement shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other Party. Any attempted assignment in whole or in part to this Agreement in violation of this provision shall be null and void.

## 12. ENTIRE AGREEMENT.

This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing.

## 13. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

#### 14. NOTICE.

When either of the Parties desire to give notice to the other, such notice must be in writing, sent by certified U.S. Mail. The Parties are responsible for notifying the other Party if there is a change of address or person(s) to be noticed. The Parties designate the following as the respective persons for receipt of notice:

College	College		Educational Institution	
Contact:	Nora Powell, Ph.D.	Contact:	Pierre Alexandre	
Address:	Broward College North Campus	Address:	Florida Atlantic University	
	1000 E. Coconut Creek Pkwy		777 Glades Road	
City:	Coconut Creek	City:	Boca Raton	
State/Zip:	FL 333066	State/Zip:	FL 33431	
Phone:	954-201-2060	Phone:	561.297.3198	
Email:	NPOWELL1@broward.edu	Email:	alexandrep@fau.edu	

# 15. ATTORNEYS FEES.

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



# 16. NO CONSTRUCTION AGAINST DRAFTER.

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

# 17. ADDITIONAL TERMS AND CONDITIONS.

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

College Educational Institution

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 Docusigned by: Jeffrey Masse	EDUCATIONAL INSTITUTION
Signature CE71DBD3F9B8460	Signature
Jeffrey Nasse	Michele Hawkins P.D. M.S.W.
Name	Name
Provost & SVP Academic Affairs	Interim Provost & Vice President Academic Affairs
Title	Title

#### Exhibit A

Articulation Curriculum: Broward College AS in Health Services Management to Florida Atlantic University BHS in Health Administration

Broward College Year 1 (term one)		
ENC 1101	Composition I	3
SPC 1024 or SPC 1608	Intro to Speech Com or Public Speaking	3
BSC 2085	Anatomy & Physiology 1	3
BSC 2085L	Anatomy & Physiology Lab I	1
ACG 2001	Principles of Accounting I	3
Year 1 (term two)		
HSC 1531 <sup>1</sup>	Medical Terminology	3
BSC 2086	Anatomy & Physiology II	3
BSC 2086L	Anatomy & Physiology II Lab	1
ENC 1102	Composition II	3
ACG 2011	Principles of Accounting II	3
Summer		
POS 2041 or AMH 2020	National Government or History of the U.S. since 1877	3
CGS1060C	Computer & Internet Literacy	3
Year 2 (term one)		
HIM 2512 <sup>2</sup>	Supervision & Organizational Life	2
MGF 1106 or STA 2023	Foundations of Mathematical Reasoning or Statistics	3
MAN 2021	Introduction to Management	3
HIM 2012	Health Records Law	3
ACG 2071	Managerial Accounting	3
Year 2 (term two)		
ECO 2023	Principles of Economics	3
HIM 1260	Reimbursement Methodologies	- 3
PHI 2010	Introduction to Philosophy	3
HSA 2810L	Practicum in Healthcare Facility Administration	6
Florida Atlantic University		
Year 3 (term one)		
HSA 3111	Health Delivery Systems	3
HSA 4423	Health Law	3
Math Course (IFP)	Course from Group A or B (must be STA 2023 if not taken)	3
Global Citizenship Course (IFP)		3
Elective		3
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Year 3 (term two) HSA 4700	Health Research Methods	3
HSA 4170	Healthcare Financial Management	3
ISM 3011	Management Information Systems	3
Natural Science Course (IFP)	Course from group A or B	3
GEB 3213	Intro to Business Communication	3
Year 4 (term one)		
HSA 4140	Planning in Health Organizations	3
HSA Elective	From List of Approved Electives	3
Global Citizenship Course (IFP)	Either this course, or Humanities, needs to be WAC	3
Humanities (IFP)	Either this course, or Global Citizenship, needs to be WAC	3
Electives		4

 $<sup>^{2}</sup>$  Will count as HSA 4110 Healthcare Organization and Administration and upper-level at FAU



 $<sup>^{\</sup>rm 1}$  Will count as HSA 3534 Healthcare Medical Terminology and upper-level at FAU

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Year 4 (term two)		
HSA 4817	Health Practicum	6
HSA Elective	From List of Approved Electives	3
Electives		5
ECP 4530	Healthcare Economics and Policy	3

