SUWANNEE COUNTY SCHOOL BOARD SPECIAL MEETING February 12, 2019

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

Director of Career, Technical, and Adult Education – Mary Keen:

1. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-89

Clinical Education Agreement between NF Suwannee, LLC d/b/a Suwannee Health and Rehabilitation Center, Live Oak, Florida and the Suwannee County School Board Nursing Assistant Program to provide a clinical training site for students enrolled in the Nursing Assistant Program at Suwannee High School (*Renewal/Revised*) (NOTE: This contract replaces SCSB Contract #2019-82, which was previously Board approved on December 18, 2018.) (pgs. 2-17)

Adjourn

SCSB 2019-89 (REVISED/RENEWAL)

(Replaces SCSB 2019-82, previously approved on 12/18/2018)

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

NF Suwannee, LLC d/b/a SUWANNEE HEALTH AND REHABILITATION CENTER Live Oak, Florida

This Agreement begins on the date of execution by both parties, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health and Rehabilitation Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the Suwannee High School (SHS), operates a Nursing Assistant program for qualified students preparing to be Licensed Certified Nursing Assistants,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Nursing Assistant education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

- 1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the SHS. The SHS agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the SHS faculty, agents, or students.
- 2. The Healthcare Agency and SHS concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
- 3. The Healthcare Agency and SHS concur that this agreement shall continue in effect for the period of one and a half years beginning on the date of execution by both parties through June 30, 2020; and shall be renewed from year to year thereafter, unless otherwise notified in writing as in paragraph #2 above.

- 4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
- 5. The Healthcare Agency and the SHS agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Principal of the SHS.
- 6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
- 8. The SCSB holds the Healthcare Agency its officers, directors, employees, and agents harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Nursing Assistant Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

- 1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the SHS.
- 2. Students shall be selected for the programs by the SHS.
- 3. To make available to faculty and students of the SHS the use of its facilities the same as to its own personnel.
- 4. To make available whenever possible to faculty and students of the SHS all of its facilities and services in the planned learning experiences of the aforementioned programs.
- 5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
- 6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
- 7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
- 8. The responsibility for the patient remains with the Healthcare Agency.

III. THE SHS RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

- 2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
- 3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
- 4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
- 5. To employ qualified employees in the programs as administrators and instructors. The SHS agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
- 6. To be responsible for the educational supervision of students in the program.
- 7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the SHS and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The SHS agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
- 8. Maintain individual records of classes, student activities, and competencies.
- 9. Maintain strict confidentiality regarding all patient-centered information.
- 10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.
- 11. See attached Rider 1 to be incorporated herein.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any

Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

- 1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and SHS which could result in either party being responsible or liable for the acts or omissions of the other party.
- 2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the SHS students and the Healthcare Agency.
- 3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, its officers, directors, employees, agents and members from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by reason of defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by that party pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

- Please see attached Rider 1 to be incorporated herein.

SCSB 2019-89 (REVISED/RENEWAL)

(Replaces SCSB 2019-82, previously approved on 12/18/2018)

The Healthcare Agency and the SHS agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: Ted L. Roush Superintendent of Schools	DATE:
BY: Ed daSilva, Chairman Suwannee County School Board NF Suwannee, LLC d/b/a, SUWANNEE HEALTH A	"Approved as to Form and Sufficiency BY Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"
Live Oak, Florida	
BY:	
Mail notices to: President Gulf Coast Health Care, LLC 40 Palafax Place, Suite 400 Pensacola, FL 32502	

Suwannee County School Board Approved on

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2018)

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which are *exempt* <u>or</u> *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 contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).

AN AGREEMENT Between

SUWANNEE COUNTY SCHOOL BOARD and

NF Suwannee, LLC d/b/a SUWANNEE HEALTH AND REHABILITATION CENTER Live Oak, Florida

This Agreement begins on January 1, 2019 the date of execution by both parties, between the Suwannee County School Board (SCSB) and NF Suwannee. LLC, d/b/a—, Suwannee Health and Rehabilitation Center. Live Oak—, Florida (Healthcare Agency).

Whereas, SCSB, through the Suwannee High School (SHS), operates a Nursing Assistant program for qualified students preparing to be Licensed Certified Nursing Assistants,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Nursing Assistant education students may acquire clinical experience at the facilities of the Healthcare Agency; and.

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

- 1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the SHS. The SHS agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the SHS faculty, agents, or students.
- 2. The Healthcare Agency and SHS concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
- 3. The Healthcare Agency and SHS concur that this agreement shall continue in effect for the period of one and a half years beginning January 1, 2019 through June 30, 2020; and shall be renewed from year to year thereafter, unless otherwise notified in writing as in paragraph #2 above.

- 4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
- 5. The Healthcare Agency and the SHS agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Principal of the SHS.
- 6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$_1,000,000.00/\$3,000,000.00.
- 7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
- 8. The SCSB holds the Healthcare Agency <u>- its officers directors, employees and agents harmless</u> from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Nursing Assistant Education program.

H-11. THE HEALTHCARE AGENCY'S RESPONSIBILITY

- 1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the SHS.
- 2. Students shall be selected for the programs by the SHS.
- 3. To make available to faculty and students of the SHS the use of its facilities the same as to its own personnel.
- 4. To make available whenever possible to faculty and students of the SHS all of its facilities and services in the planned learning experiences of the aforementioned programs.
- 5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
- 6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
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- 3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
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- 5. To employ qualified employees in the programs as administrators and instructors. The SHS agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
- 6. To be responsible for the educational supervision of students in the program.
- 7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the SHS and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The SHS agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
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- 11. See attached Rider 1 to be incorporated herein.

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V. LIABILITY OF PARTIES

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- 3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. Both parties shall indemnify and hold harmless the other party, its officers, directors, employees, agents and members from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by reason of defending actions brought against it arising out of or related to the acts or omissions of the other party, its agents, officers, or employees in the provision of services or performance of duties by that party pursuant to this Agreement.

VIL PUBLIC RECORDS

1.

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

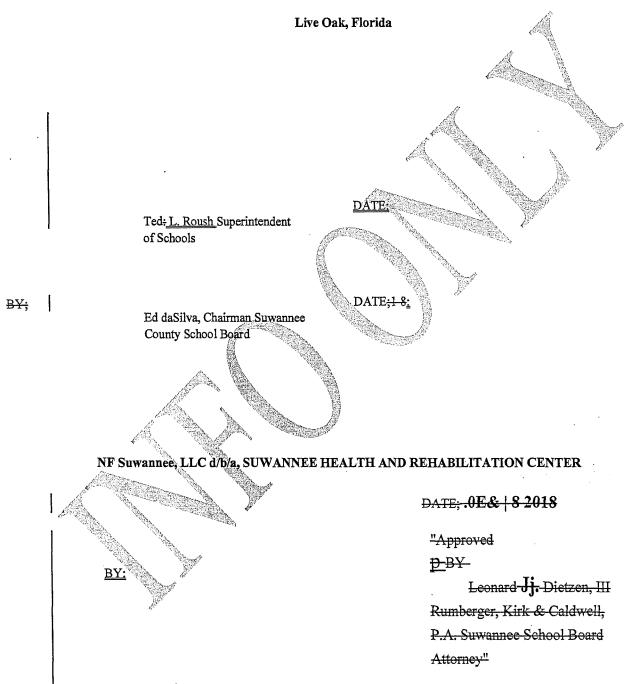
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The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

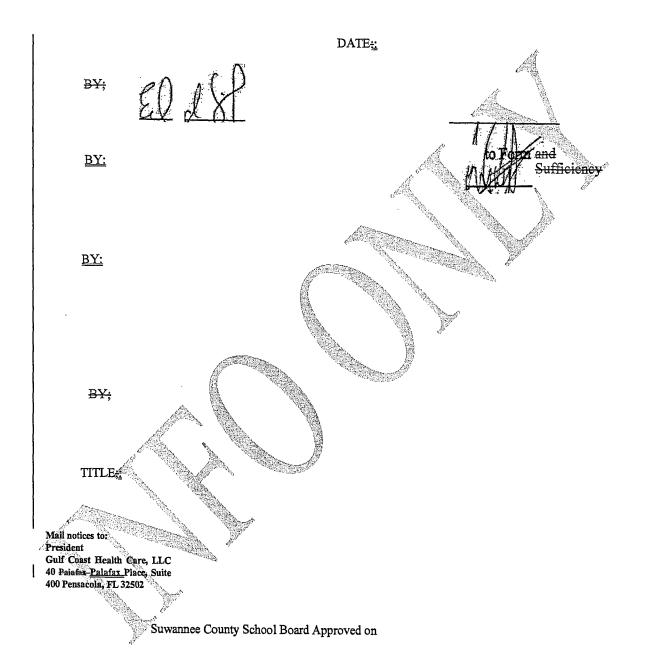
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SUWANNEE COUNTY SCHOOL BOARD



Live Oak, Florida



DEC 18 2018

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2018)

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VICKIE.DEPRATTER@, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US. OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.070 \(\frac{1}{1}\)(a), \(\frac{119.0701(1)(a)}{a}\). Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4119.0701(2)(b)4. Florida Statutes (2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).

SCSD 2019-82 (NFAV)

Rider 1 to

Affiliation Agreement (hereinafter, the "Ayreement" At'recment") between NF Suwannee, LLC d/b/a,
Suwannee Health and Rehabilitation Center (hereinafter "Healthcare Agency "1-Henlthcarp Apency") and
Suwannee County Comity School Board (hereinafter "SCSB")

- 1. <u>Resident-Acknowledgement.</u> Acknowledgement. SCSB shall instruct students that they may only provide services to residents who acknowledge that a student is providing them services. Students and the instructors at the Healthcare Agency must specifically advise a resident that a student will be providing services and the resident must agree to such services before the student may provide the services.
- 2. Excluded Provider. SCSB represents and warrants to the Healthcare Agency that to the best of its knowledge any and all students have never been convicted of: (A) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program; (B) a criminal offense relating to neglect or abuse in connection with the delivery of a health care item or service; (C) fraud, theft, embezzlement, or other financial misconduct in the connection with the delivery of a health care item or service; (D) obstructing an investigation or any crime referred to in (A) or (C) above; and/or (E) unlawful manufacturing, distributing, prescribing, or dispensing of a controlled substance.
- 3. Background Backmumd Checks. To represent to Healthcare Agency that it has performed a reasonable and prudent employment interview and background investigation of all students, including but not limited to requiring that each student disclose any conviction, whether criminal or any other offense, in their initial application to provide services in a clinical rotation at Healthcare Agency. Said investigation has been performed performed for the purpose of disclosing any criminal convictions or convictions of other offenses which would preclude their providing services in a health care setting, the results of said background checks shall be made available to Healthcare Agency.
- 4. <u>Laws Rule.</u> Regulations Reszulations and Policies. SCSB shall direct, instruct and assume responsibility for ensuring that all students are to <u>perform perforn</u> tasks at Healthcare Agency in accordance with all applicable federal, state and local laws, rules and regulations, including but not limited to any and all Medicare or Medicaid requirements or conditions for participation and to observe and comply with all oral and/or written rules, regulations, by-laws and policies of Healthcare Agency as it may adopt from time to time.
 - 5 Emergency Medical Mcdical Care and Infectious Disease Exposure.
 - (a) Any SCSB faculty member or student who is injured or becomes ill while at the Healthcare Agency shall immediately report the injury or illness to the Healthcare Agency and receive treatment (if available) at the Healthcare Agency as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the SCSB faculty member or student who receives the treatment and not the responsibility of the Healthcare Agency.

SCSB 2019-82

(b)(b) The Healthcare Agency shall follow, for SCSB and students exposed to an infectious disease at the Healthcare Agency during the clinical experience program, the same policies and procedures that the Healthcare Agency follows for its employees. Any hospital or medical costs arising from the exposure shall be the sole responsibility of the SCSB faculty member or student who receives the treatment and not the responsibility of the Healthcare Agency.

(c)(c) SCSB faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to SCSB and to the Healthcare Agency, such SCSB faculty member or student must submit proof of recovery to SCSB or Healthcare Agency, if requested.

6. Notices. All notices, requests, demands and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given or made: if by hand, immediately upon delivery; if by telex, telecopier or similar electronic device, two hours after sending; if by Federal Express, Express Mail or any other overnight serviceservice, the first business day after dispatch; or if mailed by certified mail return receipt requested, two business days after delivery or return of the notice to sender marked "unclaimed". All notices shall be delivered or mailed to the parties at the following address (or to such other address as either party shall designate by notice in accordance with the provisions to this paragraph):

Suwannee Health and Rehabilitation Center 1620 SE 1-626 [Ga oSE Helvenston Street Live Oak, FL 32064 Atm: Administrator

If to SCSBSCSD.

Suwannee County School District 1779 Walvpr Avp., SW, RtP., 700 Scling District

T.Krp FT
Tivp DaV, TT,

Attn: Ted L. Roush Rouah

With a copy to:

INFO ONLY

SCSB 2019-89 (REVISED/RENEWAL) (Replaces SCSB 2019-82, previously approved on 12/18/2018)

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Date & Time	2/1/2019 11:13:01 AM	
Comparison Time	1.16 seconds	
compareDocs version	v4.2.300.9	

	Sources:
Original Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB
Original Document	2019-82 SHS Suwannee Health Care CNA (SCSB signed).pdf
Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB
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Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True