

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	September 1, 2015	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

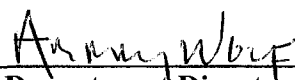


Motion and Title: Staff recommends motion to approve: an Agreement with Delray Medical Center, Inc. ("Hospital") allowing for interoperable communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System ("System").

Summary: This Agreement provides the conditions under which the Hospital can program into its radios and utilize the countywide and EMS common talk groups for certain types of inter-agency communications. The County's System will not be utilized for routine operational communications by the Hospital. The terms of the Agreement are standard and have been offered to other hospitals and EMS providers with 800 MHz trunked radio capabilities. This Agreement also contains state approved standard operating procedures specific to the use of the EMS common talk groups. There are no charges associated with this Agreement. The Hospital is required to pay all costs associated with the Hospital's subscriber units and to comply with the established operating procedures for the County's System. The Agreement commences on March 15, 2016 at the expiration of the current Agreement (R2004-0457), for a term of three (3) years. There are three (3) renewal options, each for a period of three (3) years. This Agreement may be terminated by either party, with or without cause. (ESS) Countywide (MJ)

Background and Justification: This Agreement provides interoperability via use of the countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Hospital has been interoperable with the County's System since March 16, 2004. The Hospital will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such, there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:

Agreement

Recommended By:	 Department Director	8/7/15  Date	
Approved By:	 County Administrator	8/24/15 Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*</u>	<u>*</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current ^{and Proposed} Budget: Yes _____ No _____

Budget Account No:

Fund _____ Dept _____ Unit _____ Revenue Source _____
Fund _____ Dept _____ Unit _____ Revenue Source _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact associated with this item. 8/21/15

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Sherry Br
OFMB ³⁰ ^{8/11} ^{8/11}

Dr. J. Jacobson 8/14/15
Contract Development and Control
B. Wheeler 8/13/15

B. Legal Sufficiency:

W. L. L. 8/21/15
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Delray Medical Center, Inc., a corporation licensed to do business in the State of Florida ("Hospital"), with a federal tax id number of 75-2922687.

WITNESSETH

WHEREAS, the County is continually identifying more effective service delivery methods which result in enhanced public safety services to the residents of Palm Beach County; and

WHEREAS, the County has purchased, designed, installed, and operates an Public Safety Radio System which meets the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Hospital have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety services; and

WHEREAS, it has been determined to be mutually beneficial to Parties to execute this Agreement which sets forth the parameters under which the Hospital can access the Emergency Medical Services (EMS) and Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of EMS communications and interoperability with County agencies and other municipalities; and

WHEREAS, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the Hospital be granted limited access to the County's Public Safety Radio System in order to enhance communication and coordination efforts between hospitals and medical response providers; and

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE AND DEFINITIONS

- 1.01 The purpose of this Agreement is to set forth the parameters under which the County will provide access to the EMS and Common Talk Groups established on the County's Public Safety Radio System specifically to provide interoperable communications among public safety agencies capable of accessing this feature of the County's Public Safety Radio System. This Agreement also identifies the condition of use and ability of the Hospital to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

1.02 Definitions

- 1.021 Common Talk Groups: Talk groups established on the County's Public Safety Radio System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.
- 1.022 EMS Talk Groups: Talk groups established on the County's Public Safety Radio System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.
- 1.023 County Talk-Groups: Talk groups established on the County's Public Safety Radio System that are made available to county agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.
- 1.024 Hospital Equipment: Also known as "Hospital radios," are Hospital owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's Public Safety Radio System.
- 1.025 Microwave System: A communication system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.026 Prime Site: The location of the COUNTY'S SmartZone™ Controller.
- 1.027 Public Safety Radio System or Radio System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County. The Radio System includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.
- 1.028 Radio Alias: The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.029 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to Radio System features, functions, and talk-groups.
- 1.030 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the Radio System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND RADIO SYSTEM USE PROCEDURES

- 2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Hospital's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.
- 2.02 The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the Radio System and procedures for input through the user committees into operating procedure development. The plan establishes the County-Wide Radio Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the County's Public Safety Radio System.
- 2.03 The Hospital shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Hospital by the System Administrator. The Hospital agrees to comply with any enforcement actions required by the policies and procedures for misuse or abuse of the County Radio System. The Hospital acknowledges and agrees that failure of the Hospital or individual radio user to comply with the requirements of this Agreement may result in the termination of this Agreement or the individual radio being disabled.

SECTION 3: PUBLIC SAFETY RADIO SYSTEM AND MICROWAVE SYSTEM

- 3.01 The County Public Safety Radio System and Microwave System consists of ten (10) 800 MHz transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.
- 3.02 The County Public Safety Radio System and Microwave System provides County-Wide portable and mobile radio coverage for the EMS and Common Talk Groups. The radio coverage for the EMS and Common Talk Groups is identical to that of other County Talk Groups that reside on the County's Public Safety Radio System.

SECTION 4: HOSPITAL EQUIPMENT AND RESPONSIBILITIES

- 4.01 The Hospital's equipment will be 800 MHz control station equipment programmed to be used on the County's Public Safety Radio System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communications systems. The Hospital will be required to keep its equipment in proper operating condition and the Hospital is responsible for maintenance of its radio equipment.

- 4.02 The Hospital will only program the EMS, Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The Hospital will **not** program into its radios operational talk groups of other agencies without a letter of authorization or a signed agreement from that agency.
- 4.03 The Hospital shall provide the County with a list of persons/positions which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Hospital until requested and approved in writing by the System Administrator.
- 4.04 The Hospital shall receive certain access codes to the County's Radio System to enable the EMS and Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Hospital is responsible to safe guard the code information from release to unauthorized parties. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Hospital and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Hospital agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time.
- 4.05 Service staff directly employed by the Hospital shall be considered authorized to receive access and programming codes for the maintenance of the Hospital's radio equipment. The Hospital shall immediately notify the System Administrator of any Hospital employee with access to the programming codes that is terminated or separates from Hospital's employment. Such notification shall include the stated reason for employment separation and any other information the Hospital believes necessary to safeguard the codes. The County reserves the right to request any additional information regarding the separation and the Hospital is obligated to provide same upon request.
- 4.06 Commercial maintenance service providers, unless they have been certified by the County, are **not** authorized to receive access or programming codes for the County Radio System. If the Hospital does not have employees capable of programming Hospital Equipment or prefers to have others program Hospital Equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Electronic Services & Security Division, or Palm Beach County's Fire Rescue Department program Hospital Equipment under the terms of a separate agreement. The Hospital can also request a list of certified vendors from the County.
- 4.07 The Hospital is solely responsible for the performance and the operation of Hospital equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Hospital owned equipment; the County will request the Hospital to discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the Radio System after

properly notifying the Hospital in writing if the device is causing interference to the Radio System.

- 4.08 In the case of lost or stolen equipment, the Hospital will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the Hospital to re-activate a disabled radio will also be required in writing by e-mail or fax to the System Administrator.

SECTION 5: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY HOSPITAL

- 5.01 The Hospital will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the EMS and Common Talk Groups. The Hospital will provide the following information to the County:

1. Radio manufacturer and model numbers
2. Radio serial numbers
3. Requested Aliases to be programmed

The System Administrator will then compile this information and transmit back to the Hospital a matrix of the County-Wide talk group, aliases, and radio ID numbers prior to the Hospital's radios being activated on the County's Radio System. The Hospital is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

SECTION 6: COUNTY RESPONSIBILITIES

- 6.01 The County shall be responsible for the maintenance and operation of the County Radio System.
- 6.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the Radio System.
- 6.03 The County shall maintain the coverage within the County boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time, or during times of system failures. The Hospital shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.
- 6.04 The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures referenced on Attachment I, as may be amended and updated from time to time.

SECTION 7: UTILIZATION OF EMS AND COMMON TALK GROUPS

7.01 The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below.

7.011 Scenario of Usage

1. A field unit requiring communications with a hospital will request for communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
2. The Fire Rescue Dispatch Center will approve that the field unit change talk-groups to the requested Hospital talk-group.
3. The field unit will then switch to the appropriate talk-group.
4. At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

7.012 Hospital Talk Groups and UHF MED Channels

1. Each Hospital will be assigned its own talk-group that will be available for incoming medical units to be able to communicate. This talk-group will be considered the Hospital's Main Talk-Group for EMS communications and will be shared with any other distant emergency room facility not directly attached to the main Hospital facility.
2. Each Hospital will also have access to an Intra-Hospital Talk-Group for communications between Hospitals (Hospital-Common). This talk-group may be used for secondary administrative communications between hospitals during declared emergencies and is not to be utilized for internal hospital communications.
3. Each Hospital retains the statutory requirement to have the ability to operate on the assigned UHF MED channels as assigned by the State of Florida, Department of Management Services. The foregoing requirement, while secondary to the County's EMS Communications Plan as referenced in Attachment I, supersedes any local communication requirement and must be installed and maintained.

7.02 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios. Proper usage of the Common Talk Groups is defined below.

7.021 Scenario of usage:

1. A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests the user switch to the corresponding talk group.
3. The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.022 Examples of approved usage for Common Talk Group are following:

1. Working talk group for multiple agencies fighting a fire together.
2. Coordination during a police chase through multiple jurisdictions.
3. Coordination during a disaster recovery.
4. Coordination for a special event which requires participation of multiple agencies and disciplines (i.e., undercover operations, investigations, perimeter communications, fire ground coordination, etc.)
5. Coordination of scene security and establishment of landing zone for aircraft.

7.03 The Common Talk Groups shall not be used for every-day routine communications.

7.031 Examples of improper use are the following:

1. As an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios.
2. To provide an extra working talk-group for a single agency supporting a special event or operation. (i.e., undercover operations, investigations, perimeter communications, fire ground coordination, etc.)
3. As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

SECTION 8: INDEMNIFICATION AND LIABILITY

The Hospital agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials and each of them (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring an interest hereunder, and any third party or other party whomsoever, or any governmental Hospital, arising out of or in incident to or in connection with Hospital's performance under this Agreement, the condition of the property, Hospital's acts or omissions or operations hereunder, of the performance, non-performance or purported performance of the Hospital of any breach of the terms of this Agreement; provided however, that Hospital shall not be responsible to County for damages resulting out of bodily injury or damages to property which Hospital can establish as being attributable to the negligence of the County.

Hospital further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Hospital's contractors' activities pursuant to this Agreement, whether or not Hospital was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Hospital's activities.

Hospital shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's Radio System; (ii) use by Hospital, or (iii) any act or omission of Hospital, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the Hospital or by Hospital against any third party, then Hospital shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The Hospital waives all remedies, including, but not limited to, consequential and incidental damages. The County agrees to use its best reasonable efforts to provide the Hospital with full use of the EMS and Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the Radio System, or its fitness for the communication needs of the Hospital.

The County makes no representation about the design or capabilities of the County's Radio System. The Hospital has decided to enter into this Agreement and use the County's Radio System on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations.

The Radio System is designed to assist qualified law enforcement, fire and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. The parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the Hospital which is providing such service and not with the other party to this Agreement.

SECTION 9: INSURANCE

The Hospital shall at its sole expense, maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth below and with insurers and under forms of policies acceptable to the County.

- 9.01 During the term of this Agreement, Hospital shall maintain Workers Compensation Insurance and Employers Liability insurance in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. This coverage shall be provided on a primary basis. If any work is subcontracted, Hospital shall require all subcontractors to similarly comply with this requirement unless such subcontractor's employees are covered by the Hospital's Workers Compensation Insurance policy.
- 9.02 Hospital shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors, products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in the amount no less than \$1,000,000 per occurrence.
- 9.03 Should any of the work hereunder involve water craft owned or operated by Hospital or any subcontractor, such shall be insured under the Commercial General Liability policy or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.
- 9.04 Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Hospital or any subcontractor, Hospital shall procure and maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.
- 9.05 Should the Hospital provide patient carrier services using Hospital owned or leased vehicles, the Hospital shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.
- 9.06 The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Hospital are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Hospital under this Agreement.

- 9.07 The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.
- 9.08 The Certificates of Insurance must provide clear evidence that Hospital's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement. Prior to the execution of this Agreement, Hospital shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

Palm Beach County
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

and

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33410

During the term of the Agreement and prior to each subsequent renewal thereof, the Hospital shall provide this evidence of compliance with the insurance requirements contained herein to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. Should Hospital fail to maintain the insurance required herein, the County may terminate Hospital's use of the Radio System until coverage is reinstated.

- 9.09 County may request evidence of compliance with the insurance requirements during the term of this Agreement and Hospital shall supply such evidence within forty-eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

SECTION 10: OWNERSHIP OF ASSETS

All assets maintained under Section 4 of this Agreement will remain assets of the Hospital at all times. All other assets involved in the Public Safety Radio System and Microwave System will remain the County's.

SECTION 11: EFFECTIVE DATE/COMMENCEMENT DATE AND TERM OF AGREEMENT

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall only be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date"). The initial term shall commence on March 15, 2016 ("Commencement Date") and shall continue for three (3) years or to the earlier termination in accordance to Section 13 of this Agreement. The Agreement may be renewed for three (3) additional terms of three (3) years each. At least eight months prior to the expiration of this Agreement's term, the Hospital shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 12: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment by all parties.

SECTION 13: TERMINATION

This Agreement can be terminated by either party, with or without cause. Upon request for termination by the Hospital, the System Administrator will proceed to disable the Hospital's radios from the County's Radio System. It will be the responsibility of the Hospital to reprogram the Hospital's radios removing the County's Radio System information from the radios. The Hospital will complete reprogramming the Hospital's radios within 30 days of the date of termination.

SECTION 14: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

Public Safety Radio System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Hospital:

Delray Medical Center, Inc.
c/o Chief Executive Officer
5352 Linton Blvd.
Delray Beach, FL 33484

SECTION 15: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida.

SECTION 16: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 17: ENTIRE AGREEMENT

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and Hospital concerning access to the EMS and Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement. No subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Hospital unless reduced to writing and signed by them.

SECTION 18: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or statutory duties of County officers.

SECTION 19: ASSIGNMENT

Hospital may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

SECTION 21: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is valid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 22: CONFIDENTIALITY

- 22.01 County recognizes and acknowledges that, by virtue of entering into this Agreement and providing the services to Hospital hereunder, County may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. County agrees that County will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except pursuant to County's duties hereunder, any confidential or proprietary information of Hospital, including, but not limited to, information which concerns Facility's patients, costs, or treatment methods developed by Hospital for Facility, and which is not otherwise available to the public. This provision is in no way intended to limit Palm Beach County Fire Rescue's use of such information to comply with its role as an EMS provider.
- 22.02 County shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Facility patients, and County shall comply with all federal and State laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Facility regarding the confidentiality of such information. County acknowledges that in receiving or otherwise dealing with any records of information from Hospital about Facility's patients receiving treatment for alcohol or drug abuse, County is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to

time). This provision is in no way intended to limit County Fire Rescue's use of such information to comply with its role as an EMS provider.

- 22.03 County agrees to comply with the application provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. section 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 C.F.R. Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), when it becomes applicable to County. County agrees not to use or further disclose any protected health information, as defined in 45 C.F.R. 164.5001, concerning a patient, obtained from the Hospital, other than as permitted by this Agreement or the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. County will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement or the requirements of HIPAA or regulations promulgated under HIPAA. County will promptly report to Hospital and Facility any use or disclosure of a patient's Protected Health Information not provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which County becomes aware. In the event County, with Hospital's approval, contacts with any agents to whom County provides a patient's Protected Health Information obtained from the Hospital, County shall include provisions in such agreements whereby County agrees to the same restrictions and conditions that apply to County with respect to such patient's Protected Health Information. County will make its internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by County, Hospital or Facility by virtue of this Subsection. This provision is in no way intended to limit Palm Beach County Fire Rescue's use of such information to comply with its role as an EMS provider.
- 22.04 The provisions of this Section 22 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

SECTION 23: WAIVER OF JURY TRIAL

The parties hereto waive trial by jury in connection with proceedings or counter claims, brought by either of the parties against each other, in connection with this Agreement.

SECTION 24: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 25: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen of the County and/or employees of Hospital or County.

SECTION 26: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Hospital has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Hospital does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that Hospital will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

DELRAY MEDICAL CENTER, INC.

By: _____
Witness Signature

By: _____
Mark H. Bryan, President

MICHAEL CROWAN
Print Signature Name

By: _____
Witness Signature

Kathy L. Rossi
Print Signature Name

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. System Maintenance and Administration Plan	June 6, 2002