

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	September 12, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

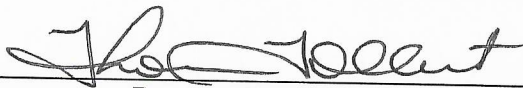
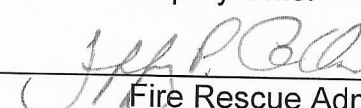
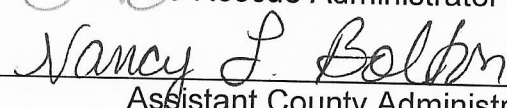
I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** an Agreement Relating to Clinical Field Experience with Palm Beach State College (PBSC) effective July 13, 2017 through July 12, 2022.

Summary: The current Clinical Field Experience Agreement expired on July 12, 2017. The retroactive effective date of July 13, 2017 allows Palm Beach County Fire Rescue to provide continuous clinical field experience to Paramedic and EMT students of PBSC. Paramedic and EMT students respond with County paramedics to observe and assist in delivering emergency medical care under actual emergency conditions. This clinical field experience is a component of the Paramedic and EMT training required for State certification, and enhances the available job pool of qualified personnel. PBSC's written non-discrimination policy is consistent with the County's policy with minor discrepancies. PBSC's written policy fails to specifically express ancestry; sex; familial status; or gender identity and expression; however, it does specifically include creed; ethnicity; gender; veteran status, and assures its compliance with all state and federal laws. Countywide (SB)

Background and Justification: PBSC provides approved Paramedic and EMT training programs. As a component of the paramedic and EMT coursework, students are required to receive clinical field experience to observe and assist licensed paramedics in the delivery of emergency medical services. The students currently enrolled in these programs at PBSC must complete their clinical field experience in order to qualify for certification, and Palm Beach County Fire Rescue is willing to provide the necessary facilities and personnel for these students to complete their required experiences.

Attachment: Agreement (2)

Recommended by:	 Deputy Chief	8/25/17 Date
Approved by:	 Fire Rescue Administrator	8/20/2017 Date
Approved by:	 Assistant County Administrator	9/20/17 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

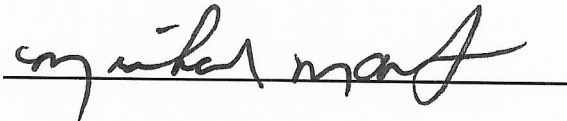
Is Item Included in Proposed Budget? Yes ___ No ___

Budget Account No.: Fund ___ Dept ___ Unit ___ Rev Source ___

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


*There is no fiscal impact associated with the approval of this Agreement.

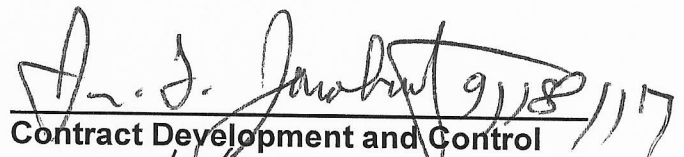

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 8/28/17
OFMB ET 8/28 2017

 9/18/17
Contract Development and Control
9/18/17 

B. Legal Sufficiency

 9/19/17
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**AGREEMENT RELATING TO CLINICAL FIELD EXPERIENCE
BY AND BETWEEN PALM BEACH STATE COLLEGE
AND PALM BEACH COUNTY**

This **AGREEMENT RELATING TO CLINICAL FIELD EXPERIENCE** is made and entered into on _____, by and between Palm Beach State College, a political subdivision of the State of Florida, (hereinafter referred to as the "SCHOOL") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the COUNTY and the SCHOOL desire that the public interest be served by insuring a continuing source of competent health care professionals; and

WHEREAS, the SCHOOL currently offers duly approved paramedic and emergency medical technician ("EMT") training programs; and

WHEREAS, Section 401.2701, Florida Statutes, requires that paramedic and EMT training programs contract with a Florida-licensed emergency medical services provider to conduct the field experience portion of the education program; and

WHEREAS, the SCHOOL desires that students enrolled in its paramedic and EMT training programs obtain clinical field experience with the COUNTY; and

WHEREAS, the COUNTY desires to provide the necessary facilities and personnel, through its Fire Rescue Department, for said clinical field experience and hereby determines that doing so furthers the public health, safety and welfare.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. REPRESENTATIVE AND CONTRACT MONITOR

The COUNTY's representative and contract monitor during the performance of this Agreement is the Fire Rescue Administrator, whose telephone number is 561-616-7000. The SCHOOL's representative and contract monitor during the performance of this Agreement is the Vice President of Administration & Business Services whose telephone number is 561-868-3137.

SECTION 2. CLINICAL FIELD EXPERIENCE PROVIDED BY COUNTY

A. COUNTY agrees to make available, as practical as determined by the COUNTY, its ALS responder units and other units used by COUNTY in the emergency care of the sick or injured in order to provide clinical field experience for students enrolled in the SCHOOL's duly approved paramedic and EMT training programs. Under the supervision of Palm Beach County Fire Rescue paramedic personnel designated by the COUNTY, clinical field experiences for EMT students may consist, as practical, of basic life support techniques as described in Section 401.23(7), Florida Statutes, and clinical field experiences for paramedic students may consist, as practical, of advanced life support techniques as

described in Section 401.23(1), Florida Statutes; provided, however, that all clinical field experiences shall be limited to those techniques for which the SCHOOL has verified the students' training and demonstrated proficiency, as discussed in Subsection 3D of this Agreement. At all times during the clinical field experience with the COUNTY, the students will act under the direction of the designated COUNTY personnel, who shall always be primary care givers. Students shall follow all applicable laws, rules and regulations, and all COUNTY policies, procedures and protocols, relating to such training programs, emergency medical services and patient care, including but not limited to OP I-23 relating to student ride time and OP I-02 relating to professional appearance standards.

B. COUNTY reserves the right to refuse its facilities and services hereunder to any student, instructor or clinical coordinator who, in the COUNTY's sole discretion, does not meet the professional or other requirements of the COUNTY, or any other appropriate authority controlling, directing or affecting the COUNTY in its delivery of emergency medical services. COUNTY further reserves the right to refuse its facilities and services to any student, instructor or clinical coordinator, which it, in its sole discretion, believes has engaged in any conduct which is unprofessional or contrary to or inconsistent with the terms and conditions of this Agreement or any applicable COUNTY rules, regulations or policies.

SECTION 3. PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS

A. The SCHOOL has undertaken to educate and train students in its duly approved paramedic and EMT training programs. The control of these programs shall reside with the SCHOOL. The SCHOOL represents that all of its instructors and clinical coordinators are duly qualified to provide the necessary instruction and supervision to the students in the SCHOOL's paramedic and EMT training programs. The SCHOOL agrees to maintain standards and procedures applicable to its paramedic and EMT training programs, as well as standards for participating students, instructors and clinical coordinators relating to physical examinations and vaccinations.

B. The SCHOOL shall inform its students, instructors and clinical coordinators of all applicable rules, regulations, policies, procedures, and medical protocols of Palm Beach County Fire Rescue. The SCHOOL shall ensure that its students, instructors and clinical coordinators are familiar with and that they comply with such rules, regulations, policies, procedures, and medical protocols at all times during the performance of this Agreement. Notwithstanding the oversight, supervision and/or direction of students by COUNTY personnel during the clinical field experiences or any other provisions in this Agreement, the SCHOOL shall have sole and ultimate responsibility and liability for the instruction, training, oversight, supervision, actions and omissions of its students while they are participating in the clinical field experiences provided by the COUNTY under this Agreement. The SCHOOL shall assure that its students, while obtaining the clinical field experience provided hereunder, act in the best interests of the patients and in accordance with the terms and conditions of this Agreement.

C. The schedule for clinical field experiences shall be established, and may be amended, by the COUNTY's Contract Monitor or designee. Clinical field experiences shall only be scheduled in accordance with OP I-23. The number of students and clinical field experiences shall be determined by, and may be amended by, the COUNTY. Notwithstanding anything herein to the contrary, the COUNTY in its sole discretion may at any time, upon notice to the SCHOOL Contract Monitor or its designee, limit or alter the number of students and clinical field experiences, and the schedule for clinical field experiences, if appropriate responder units or personnel are not readily available at training stations or

for any other reason that might negatively impact the COUNTY's services, as determined solely by the COUNTY, or for convenience.

D. Prior to scheduling students for clinical field experiences with COUNTY, the SCHOOL shall provide the COUNTY with a list of participating students, including whether each student is participating as an EMT student or as a paramedic student, and with written documentation specifically listing the techniques referenced in Subsection 2A for which the SCHOOL has verified each student's training and demonstrated proficiency through clinical skills labs. The SCHOOL shall be responsible for assuring that its students do not engage in any activities and procedures that are not on said list. The SCHOOL warrants that all students scheduled for clinical field experiences with COUNTY shall be fully qualified and authorized or permitted under state and local law to engage in the clinical field experiences contemplated under this Agreement. All students while on COUNTY premises, in COUNTY vehicles, or otherwise participating in the clinical field experiences hereunder, shall comply with all COUNTY requirements and policies governing conduct, safety and security.

E. Prior to scheduling students for clinical field experiences, the SCHOOL shall provide COUNTY with written verification that all students have been trained and demonstrated proficiency in body substance isolation and infection control procedures, including but not limited to the use of gloves, masks, and eye and respiratory protection.

F. For use during the clinical field experiences, the SCHOOL shall provide each student with an obvious means of identifying themselves as a student to be worn as part of their required uniform, as well as with a stethoscope to obtain patient vital signs and appropriate eye protection to protect the student from blood borne pathogens. The SCHOOL shall also provide each student with the appropriate respiratory protection equipment, properly fit-tested by the SCHOOL, in accordance with 29 CFR 1910.134, Occupational Safety & Health Administration, to protect against airborne pathogens. The SCHOOL assumes full responsibility for assuring that its students have and use the appropriate, properly fitted, protection equipment. COUNTY assumes no responsibility relating to the equipment, including for assessing or assuring that the equipment is properly fitted and used.

G. The SCHOOL shall provide the forms and methodologies to be utilized by COUNTY personnel to evaluate student performances during the clinical field experiences. However, the SCHOOL shall be fully responsible for evaluating its students' progress and determining grades of the students. The SCHOOL's clinical coordinator(s) will make regular calls to COUNTY in order to assess the effectiveness of the clinical field experience program. While on COUNTY premises, the clinical coordinator(s) shall comply with all COUNTY requirements and policies governing conduct, safety and security.

H. Prior to scheduling students for clinical field experiences, the SCHOOL shall provide COUNTY with written verification that all students have been determined to be fit to engage in the clinical field experiences and activities contemplated under this Agreement, including that all students are current on all necessary immunizations and otherwise in compliance with any applicable regulations and SCHOOL and COUNTY policies.

I. Prior to scheduling students for clinical field experiences, the SCHOOL shall provide COUNTY with written verification that a background check, including a criminal history check, was performed and cleared by the SCHOOL for all students.

J. Prior to scheduling students for clinical field experiences, the SCHOOL shall provide COUNTY with a written release from each student, substantially in the form attached hereto and incorporated herein as **Exhibit A** which may be amended by the COUNTY from time to time, duly executed by the student.

K. The SCHOOL shall be responsible for ensuring that the students enrolled in its paramedic and EMT programs have adequate and appropriate classroom instruction, and the COUNTY shall be responsible for providing said students with clinical field experience that allows them to integrate their educational experience with practical training. The SCHOOL acknowledges that the types of clinical field experiences provided by the COUNTY will depend on a variety of factors, including availability of COUNTY personnel and rescue units, and the number and types of emergency calls to which Palm Beach County Fire Rescue responds. The COUNTY does not make any representation or warranty of the number or types of clinical field experiences that may be provided.

L. All students' meals and all transportation to and from the designated clinical location shall be provided by the students or the SCHOOL. The COUNTY shall have no responsibility for meals and/or transportation.

M. COUNTY and the SCHOOL will comply with any applicable provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and any other applicable laws and regulations. Each party warrants and represents that it does not, and agrees that it will not, discriminate against any student, employee, or applicant for employment or registration in the course of study because of race, sex, sexual orientation, gender identity and expression, color, religion, disability, age, marital status, familial status, national origin, ancestry or genetic information.

N. The SCHOOL acknowledges and agrees that the COUNTY's provision of emergency medical services is subject to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the regulations promulgated thereunder (including privacy and security rules) (collectively herein referred to as "HIPAA"), all as may be amended from time to time; and that the SCHOOL's students who participate in the clinical field experiences provided by the COUNTY hereunder may receive and have access to confidential protected health information, including electronic protected health information, that is protected by HIPAA and Florida law. The SCHOOL specifically acknowledges and agrees that it shall not request, access, receive, use or disclose protected health information relating to Palm Beach County Fire Rescue patients and services, for any purpose whatsoever, except that its students participating in clinical field experience hereunder may receive and use protected health information to the limited extent necessary to participate in said clinical field experiences, and that said students' instructors and clinical coordinators may receive and use protected health information to the limited extent necessary to assess and confirm the skills practiced by the students during their clinical field experiences hereunder, or as otherwise approved by the Palm Beach County Fire Rescue HIPAA Compliance Officer or as required by law. Any protected health information provided hereunder to the SCHOOL's instructors and/or clinical coordinators from its students shall be strictly limited to the minimum necessary to accomplish the limited purpose of assessing and confirming the students' skills. The SCHOOL shall instruct its students, instructors and clinical coordinators as to this limitation and assure their compliance with such, including redaction of all individually identifiable patient information that is not required to accomplish the limited purpose of assessing and confirming the students' skills.

The SCHOOL agrees that all students, as well as any instructors and clinical coordinators who may receive or review protected health information to the limited extent specifically permitted hereunder, shall complete Palm Beach County Fire Rescue's HIPAA training program. Prior to scheduling any students for clinical field experiences, the SCHOOL shall provide COUNTY with a duly executed confidentiality and training acknowledgement agreement from each student, substantially in the form attached hereto and incorporated herein as **Exhibit B**, which may be amended by the COUNTY from time to time; as well as from each instructor and clinical coordinator who may need to receive or review protected health information to the limited extent specifically permitted hereunder, substantially in the form attached hereto and incorporated herein as **Exhibit C**, which may be amended by the COUNTY from time to time.

The SCHOOL recognizes that any protected health information disclosed to its students, instructors and clinical coordinators as permitted under this Agreement is disclosed as part of the COUNTY's health care operations in its role of providing students with clinical field experience. The SCHOOL agrees that its students, instructors and clinical coordinators shall maintain the confidentiality of any protected health information provided to them hereunder, and shall not use or disclose such protected health information, except as specifically permitted herein. The SCHOOL shall develop and maintain appropriate safeguards to protect the confidentiality and security of such protected health information and to prevent its use or disclosure except as specifically permitted herein. Should any unauthorized protected health information be disclosed to the SCHOOL, including any of its instructors, clinical coordinators or students, the SCHOOL shall ensure that said information is not used or further disclosed and shall immediately notify the Palm Beach County Fire Rescue HIPAA Compliance Officer and return the protected health information to said Compliance Officer without maintaining any copies thereof.

Students, instructors and/or clinical coordinators shall adhere to the Palm Beach County Fire Rescue Manual of HIPAA Policies and Procedures, as well as OP I-71 relating to use of social media, to the extent applicable. Notwithstanding anything that may be construed to the contrary, in order to protect patient privacy, students, instructors and/or clinical coordinators shall not be allowed to carry any cell phones, cameras or other video or audio recording devices during clinical field experiences, and the taking of any photos, videos or audio recordings by students, instructors and/or clinical coordinators during clinical field experiences is strictly prohibited.

The SCHOOL, including its instructors, clinical coordinators and students, shall be bound by all legal requirements pertaining to the protection of patient information. The provisions of this Subsection shall survive the expiration or earlier termination of this Agreement.

O. Neither the COUNTY nor the SCHOOL shall be responsible for the loss of or damage to students' personal property during the clinical field experiences.

P. Both the COUNTY and the SCHOOL acknowledge that any patient may refuse to interact with students.

SECTION 4. RELATIONSHIP OF EMPLOYEES AND STUDENTS

This Agreement does not, and shall not be construed to, make any officer, employee or agent of the COUNTY an officer, employee or agent of the SCHOOL for any purpose whatsoever; nor to make any officer, employee, agent, student, instructor, clinical coordinator, intern or volunteer of the SCHOOL either an officer, employee, agent, student, instructor, clinical coordinator, intern or volunteer of the

COUNTY for any purpose whatsoever. Should the COUNTY report to the SCHOOL any violation of its rules and regulations or other inappropriate conduct by any SCHOOL student, instructor or clinical coordinator relating to clinical field experiences hereunder, the SCHOOL shall be responsible for determining any disciplinary action to be taken. However, the COUNTY maintains the right to prohibit any student, instructor or clinical coordinator from participating in the clinical field experiences offered by COUNTY as set forth in Subsection 2B of this Agreement, and such shall not be deemed to be discipline of non-COUNTY employees by the COUNTY.

Neither party is authorized to make or enter into any contract, agreement, promise, representation or warranty on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

SECTION 5. INSURANCE

A. The SCHOOL shall not allow students to engage in any clinical field experience with COUNTY until evidence of required insurance for both the SCHOOL and its students has been provided to COUNTY.

B. The SCHOOL shall, at no cost to COUNTY, maintain, and require and assure that each student maintains, in effect at all times during the life of this Agreement EMT/Paramedic Errors & Omissions Liability insurance coverage, or similar Medical Malpractice Liability insurance coverage, at a limit of liability not less than \$1,000,000 per occurrence \$2,000,000 annual aggregate. This coverage shall be provided on a primary basis. The student coverage may be maintained by the SCHOOL on behalf of each student. For policies written on a "Claims-Made" basis, SCHOOL warrants the Retroactive Date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, SCHOOL shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve SCHOOL of the obligation to provide replacement coverage.

C. Without waiving the right to sovereign immunity as provided by Florida Statute 768.28, the COLLEGE acknowledges to be insured or self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

D. The SCHOOL hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SCHOOL shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should SCHOOL enter into such an agreement on a pre-loss basis.

E. The SCHOOL shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. The SCHOOL agrees this coverage shall be provided on a primary basis.

F. The SCHOOL shall encourage its students to be covered by their own health and accident plan. COUNTY shall not be responsible for any related healthcare costs.

G. The SCHOOL shall deliver to COUNTY Certificate(s) of Insurance evidencing the required coverage for both the SCHOOL and its students. The Certificate(s) of Insurance shall provide a minimum of ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall be: Palm Beach County, Fire Rescue Department, 405 Pike Road, West Palm Beach, Florida 33411.

H. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

SECTION 6. LIABILITY AND INDEMNIFICATION

The SCHOOL acknowledges and agrees that the nature of fire-rescue services, including emergency medical services, fire protection services, and related services, may expose the SCHOOL'S students, instructors and clinical coordinators to risk of injury, including but not limited to physical and psychological injury, exposure to harmful and hazardous substances and materials, and exposure to traumatic, gruesome, violent and stressful emergency scenes. The SCHOOL assumes all responsibility and liability for any and all injuries or damages to its students, instructors, clinical coordinators, agents, employees, and officers, whether such injuries or damages are known or unknown, anticipated or unanticipated, permanent or otherwise, and the consequences flowing therefrom, arising out of any accidents, exposures, casualties or any other incidents or events which may arise from or otherwise relate to clinical field experiences under this Agreement or presence on COUNTY premises or at an emergency scene, whether caused by a student or inherent risks or otherwise. The COUNTY assumes no such liability.

The SCHOOL assumes sole liability for any acts, omissions or negligence of the SCHOOL, its agents, employees, officers, instructors, clinical coordinators and/or students in connection with this Agreement; and the COUNTY assumes no such liability. To the extent permitted by law, the SCHOOL shall indemnify, defend and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expenses, loss, cost, damages or causes of action of every kind or character arising during and as a result of the performance or participation under the terms of this Agreement by the SCHOOL, its agents, employees, officers, instructors, clinical coordinators, and/or students, including but not limited to claims relating to patient care or treatment and claims relating to the use or disclosure of protected health information; or otherwise arising from the negligent or wrongful acts or omissions of the SCHOOL, its agents, employees, officers, instructors, clinical coordinators, and/or students.. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, and shall not be construed to indemnify the COUNTY for its own negligent, willful or intentional acts or omissions.

Nothing contained in this Agreement shall be construed as a waiver of either party's sovereign immunity.

SECTION 7. NOTICE OF SUIT

The SCHOOL shall promptly notify COUNTY of any actual or threatened claim, suit, action, or proceeding at law or in equity arising out of any activities of the SCHOOL or its officers, employees, agents, instructors, clinical coordinators or students within the scope of this Agreement.

SECTION 8. PREPARATION OF REPORTS

Should the COUNTY be required by the State of Florida or any other governmental agency to submit any certificate, document or report related in any manner to the activities covered by this Agreement, the SCHOOL will cooperate and assist the COUNTY with the preparation of such.

SECTION 9. RECORDS, ACCESS AND AUDITS

To the extent allowed by Chapter 119, Florida Statutes (Florida's Public Records Law), 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 or at its expense will be kept confidential by the SCHOOL and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order or otherwise required by law.

The SCHOOL shall maintain all records associated with this Agreement in accordance with Florida's Public Records Law and for a minimum of three (3) years after the completion or termination of this Agreement. The SCHOOL shall provide COUNTY with access to all such records for the purpose of inspection or audit during normal business hours. The SCHOOL shall comply with the provisions of Chapter 119 FS (Public Records Law) and HIPAA, as may be amended, and any other applicable laws and regulations relating to records and/or confidentiality of records.

The 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's authority includes but is not limited to the power to review past, present, and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SCHOOL, its officer, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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 10. NONDISCRIMINATION

The SCHOOL warrants and represents that all of its employees, students and applicants are treated equally without regard to race, sex, sexual orientation, gender identity and expression, color, religion, disability, age, marital status, familial status, national origin, ancestry, or genetic information; and that no person shall, based on any of these grounds, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

SCHOOL 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 SCHOOL does not have a written non-discrimination policy or one that conforms to the COUNTY's

policy, it has acknowledged through a signed statement provided to COUNTY that SCHOOL will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

SECTION 11. CONFLICT OF INTEREST

The SCHOOL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of this Agreement, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The SCHOOL further represents that no person having any such conflict of interest shall be employed for the performance of this Agreement.

The SCHOOL shall promptly notify the COUNTY's Contract Monitor, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance, which may influence or appear to influence the SCHOOL's judgment or quality of performance under this Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SCHOOL may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SCHOOL. The COUNTY agrees to notify the SCHOOL of its opinion by certified mail within thirty (30) days of receipt of notification by the SCHOOL. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SCHOOL, the COUNTY shall so state in the notification and the SCHOOL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the SCHOOL's performance under the terms of this Agreement.

SECTION 12. SUCCESSORS AND ASSIGNS

The COUNTY and the SCHOOL each binds itself and its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement. Neither the COUNTY nor the SCHOOL shall assign, sublet, subcontract, convey or transfer its interest in the Agreement, in whole or in part, without the prior written consent of the other party.

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of COUNTY. No provision of this Agreement 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 Agreement, including but not limited to any citizens, employees or students of the COUNTY and/or SCHOOL.

SECTION 13. LICENSES AND APPROVALS

The SCHOOL represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and in particular its paramedic and EMT training programs, and that it will at all times conduct its activities in a responsible and reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY prior to scheduling any students for clinical field experiences hereunder and at any other time upon request.

SECTION 14. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15. NOTICES

All written notices required by this Agreement shall be sent by certified mail, return receipt requested, to the following:

As to COUNTY:
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411
Attn: Fire Rescue Administrator

With a copy to:
County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

As to SCHOOL:
Palm Beach State College
4200 Congress Avenue
Lake Worth, Florida 33461
Attn: Vice President of Administration & Business Services

Each party may change its address upon written notice to the other.

SECTION 16. NO WAIVER

No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing waiver.

SECTION 17. AVAILABILITY OF FUNDS

The COUNTY's performance under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners for each fiscal year, and is subject to any budgetary limitations imposed by law.

SECTION 18. ARREARS

The SCHOOL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SCHOOL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

The SCHOOL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The SCHOOL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services contemplated herein.

SECTION 20. CAPTIONS

The caption and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 21. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 22. SEVERABILITY

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

SECTION 23. EFFECTIVE DATE, TERM AND TERMINATION

This Agreement shall take effect retroactively from July 13, 2017, and shall remain in effect through July 12, 2022. This Agreement may be terminated by either party for cause upon written notice to the other party. This Agreement may be terminated by either party without cause, and without penalty or recourse to either party for such termination, upon thirty (30) days written notice to the other party.

SECTION 24. SURVIVABILITY

Any provision of this Agreement which by its language or its nature imposes an obligation of a continuing nature or extending beyond the term of this Agreement, including warranties and representations, and obligations relating to records, protected health information, claims, indemnification and legal proceedings, shall survive the expiration or earlier termination of this Agreement.

SECTION 25. INCORPORATION OF FACTS

The facts set forth above in the preamble to this Agreement are true and correct, and are hereby incorporated into this Agreement.

SECTION 26. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SCHOOL agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 27. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

SECTION 28. CRIMINAL HISTORY RECORDS CHECK

To the extent applicable, the SCHOOL shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section).

SECTION 29. EMPLOYEE CLAIMS, BENEFITS, ETC.

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of any party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties made and executed this Agreement on the day and year first written above.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Jeff P. Bell
Fire Rescue

WITNESSES:

PALM BEACH STATE COLLEGE

Beryl Mancuso
(Signature)

By: Richard A. Becker 8/16/17
Mr. Richard A. Becker
Vice President, Administration & Business
Services

BERYL MANCUSO
Name (print or type)

Angela Dunn
(Signature)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Angela Dunn
Name (print or type)

By: _____
SCHOOL Attorney

**RELEASE FROM LIABILITY,
COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT
(hereinafter referred to as "Release")**

KNOWN TO ALL INDIVIDUALS BY THESE PRESENTS:

That the undersigned Student/Observer, and his or her parent/legal guardian on behalf of the Student/Observer if the Student/Observer is a minor, (herein referred to singularly and collectively as the "Student/Observer"), hereby stipulates and agrees as follows:

I. RELEASE FROM LIABILITY

For and in consideration of being permitted to participate in ride time experience(s) on County Fire Rescue Vehicles and/or other clinical experiences (hereinafter referred to singularly and collectively as "Ride Time Experiences"), the Student/Observer does hereby, and for his or her heirs, executors, administrators, successors, assigns and representatives, unconditionally release and forever discharge, to the extent permitted by law, Palm Beach County of and from any and all claims, damages, injuries, liabilities, expenses, losses, costs and/or causes of action of any nature whatsoever and consequences flowing therefrom including medical expenses and/or death, and including attorney's fees and costs whether at trial or appellate levels or otherwise, arising directly or indirectly from the Student/Observer's Ride Time Experiences or presence on County premises or at an emergency scene, whether caused by any negligent, wrongful or other act or omission of the County, the Student/Observer or a third party, or by inherent risks or otherwise, whether such injuries or damages are known or unknown, permanent or otherwise, now existing or which may hereafter accrue.

II. COVENANT NOT TO SUE

For and in consideration of being permitted to participate in Ride Time Experiences, the Student/Observer does hereby, and for his or her heirs, executors, administrators, successors, assigns and representatives, further stipulate and agree, to the extent permitted by law, not to initiate, file or pursue against the County any compensation claim, law suit, contribution claim, or other legal claim or action at law or in equity for any injuries or damages of any kind or nature and the consequences flowing therefrom including medical expenses and/or death, arising directly or indirectly from the Student/Observer's Ride Time Experiences or presence on County premises or at an emergency scene, whether caused by any negligent, wrongful or other act or omission of the County, the Student/Observer or a third party, or by inherent risks or otherwise, whether such injuries or damages are known or unknown, permanent or otherwise, now existing or which may hereafter accrue.

III. INDEMNIFICATION AGREEMENT

For and in consideration of being permitted to participate in Ride Time Experiences, the Student/Observer does hereby, and for his or her heirs, executors, administrators, successors, assigns and representatives, further stipulate and agree to indemnify and hold harmless, to the extent permitted by law, the County from any and all claims, damages, injuries, liabilities, expenses, losses, costs and/or causes of action of any nature whatsoever and consequences flowing therefrom including medical expenses and/or death, and including attorney's fees and costs whether at trial or appellate levels or otherwise, arising directly or indirectly from or caused by any act or omission of the Student/Observer, whether such injuries or damages are known or unknown, permanent or otherwise, now existing or which may hereafter accrue.

IV. DEFINITIONS; REPRESENTATIONS; AND SEVERABILITY

As used in this Release, "Palm Beach County" or "County" shall mean Palm Beach County, Florida, including its officers, agents, representatives and employees in both their official and personal capacities, and their heirs, successors and assigns; and "County Fire Rescue Vehicles" shall mean, singularly and collectively, any medical rescue unit(s), fire response unit(s), or other vehicle(s) owned or operated by Palm Beach County.

Exhibit A

The Student/Observer agrees to abide by all pertinent County Fire Rescue policies, and to follow any directions of County Fire Rescue personnel relating to Ride Time Experiences and the Student/Observer's presence on County premises or at an emergency scene. The Student/Observer acknowledges and agrees that the nature of fire-rescue services, including emergency medical services, fire protection services, and related services, may expose the Student/Observer to risk of injury, including but not limited to physical and psychological injury, exposure to harmful and hazardous substances and materials, and exposure to traumatic, gruesome, violent and stressful emergency scenes. The Student/Observer understands and agrees that, to the extent permitted by law, this Release shall apply to any and all injuries or damages whether known or unknown, anticipated or unanticipated, permanent or otherwise, and the consequences flowing therefrom, arising out of any accidents, exposures, casualties or any other incidents or events which may occur while the Student/Observer is participating in Ride Time Experiences or present on County premises or at an emergency scene, whether caused by the County, the Student/Observer or a third party, or by inherent risks or otherwise.

In the event any portion of this Release shall be declared invalid or unenforceable, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect. The Student/Observer represents and warrants that no promise or inducement has been offered, except as set forth above, for this Release; and that this Release is executed freely and voluntarily without reliance upon any statement or representation of legal rights by the County. The Student/Observer, and his or her parent/legal guardian on behalf of the Student/Observer if the Student/Observer is a minor, represents and warrants that he or she is legally competent to execute this Release and accept full responsibility for it.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF PALM BEACH COUNTY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM PALM BEACH COUNTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PALM BEACH COUNTY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Witness: _____

Signature of Student/Observer

Witness: _____

Name

Address

Witness: _____

Signature of Parent/Legal Guardian if
Student/Observer is a minor

Witness: _____

Name

Address

**Palm Beach County Fire Rescue
Health Insurance Portability and Accountability Act (HIPAA)
Confidentiality Agreement (Student)**

Given the nature of our work, it is imperative that Palm Beach County Fire Rescue maintains the confidentiality of patient/client information and other protected health information that we receive during the course of our work.

As a Student, I understand that Palm Beach County Fire Rescue provides medical and related services that are private and confidential and that I must respect the privacy rights of the individuals who receive such services. I understand that protected health information includes, but is not limited to, medical, personal and identifying information about a patient/client or other individual who receives such services, that such information may exist in a variety of forms such as oral, written, electronic or photographic, and that such information is strictly confidential and protected by federal and/or state laws.

I agree to maintain the confidentiality of all protected health information. I agree that I will comply with all confidentiality policies and procedures utilized by Palm Beach County Fire Rescue during and after my Student ride time. I shall not receive, use, retain, copy, or disclose any protected health information for any purpose or to any person or entity, except to Palm Beach County Fire Rescue for treatment or training purposes, as applicable, or to my instructor(s), clinical coordinator(s), and/or faculty member(s) at the training facility that has scheduled my clinical experience with Palm Beach County Fire Rescue, or otherwise as approved by the Palm Beach County Fire Rescue HIPAA Compliance Officer, or as required by law. Any protected health information that I disclose to said instructor(s), clinical coordinator(s), and/or faculty member(s) shall be strictly limited to the minimum necessary for said instructor(s), clinical coordinator(s), and/or faculty member(s) to assess and confirm the skills I have practiced during my clinical experience.

If I, at any time, knowingly or inadvertently breach protected health information confidentiality, or if any unauthorized protected health information is disclosed to me, I shall not use or further disclose the information, and shall immediately notify the Palm Beach County Fire Rescue HIPAA Compliance Officer and return the information to said HIPAA Compliance Officer without retaining any copies. In addition, I understand that a breach of protected health information confidentiality may result in the immediate termination of my privilege to participate in clinical experiences with Palm Beach County Fire Rescue.

I acknowledge that I have received training in, and I understand, the confidentiality policies and requirements of Palm Beach County Fire Rescue and the Health Insurance Portability and Accountability Act. I agree to comply with all requirements of, and direction from, Palm Beach County Fire Rescue regarding confidential information, or be subject to having my Student privileges or any other membership or association with Palm Beach County Fire Rescue revoked or permanently removed.

Signature: _____ **Date:** _____

Student Name (Printed): _____

Affiliated Training Facility: _____

Revised: 4/2017; OP I-23 Form B

Palm Beach County Fire Rescue
Health Insurance Portability and Accountability Act (HIPAA)
Confidentiality Agreement (Instructor/Clinical Coordinator/Faculty Member)

Given the nature of our work, it is imperative that Palm Beach County Fire Rescue maintains the confidentiality of patient/client information and other protected health information that we receive during the course of our work.

As an instructor, clinical coordinator, and/or faculty member at the below named training facility, whose students participate in clinical experiences with Palm Beach County Fire Rescue, I understand that I may receive protected health information, relating to individuals who receive medical or related services from Palm Beach County Fire Rescue, for the limited purpose of assessing and confirming the skills practiced by said students during their clinical experiences with Palm Beach County Fire Rescue. I understand that any protected health information disclosed to me by any student must be strictly limited to the minimum necessary for me to assess and confirm the skills practiced by the student during their clinical experience.

I understand that Palm Beach County Fire Rescue provides medical and related services that are private and confidential and that I must respect the privacy rights of the individuals who receive such services. I understand that protected health information includes, but is not limited to, medical, personal and identifying information about a patient/client or other individual who receives such services, that such information may exist in a variety of forms such as oral, written, electronic or photographic, and that such information is strictly confidential and protected by federal and/or state laws.

I agree to maintain the confidentiality of all protected health information. I agree I will comply with all confidentiality policies and procedures utilized by Palm Beach County Fire Rescue during and after the students' clinical experiences. I shall not receive, use, retain, copy, or disclose any protected health information for any purpose or to any person or entity, except for the minimum necessary for the limited purpose of assessing and confirming the skills practiced by my students during their clinical experiences with Palm Beach County Fire Rescue, or otherwise as approved by the Palm Beach County Fire Rescue HIPAA Compliance Officer, or as required by law.

If I, at any time, knowingly or inadvertently breach protected health information confidentiality, or if any unauthorized protected health information is disclosed to me, I shall not use or further disclose the information and shall immediately notify the Palm Beach County Fire Rescue HIPAA Compliance Officer and return the information to said HIPAA Compliance Officer without retaining any copies. In addition, I understand that a breach of protected health information confidentiality may result in the immediate termination of the disclosure of protected health information to me for the purposes contemplated herein.

I acknowledge that I have received training in, and I understand, the confidentiality policies and requirements of Palm Beach County Fire Rescue and the Health Insurance Portability and Accountability Act. I agree to comply with all requirements of, and direction from, Palm Beach County Fire Rescue regarding confidential information.

Signature: _____ **Date:** _____

Name of Instructor/Clinical Coordinator/Faculty Member (Printed): _____

Affiliated Training Facility: _____

Revised: 4/2017; OP I-23 Form C