

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 17, 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 Agency Affiliation Agreement Relating to Clinical Experience with Barry University for clinical experience for the period October 17, 2017 through June 30, 2020.

Summary: This Agreement will allow Palm Beach County Fire Rescue (PBCFR) to provide clinical experience to students from Barry University's School of Social Work to integrate theory learned in the classroom with practice and develop abilities and skills through planned and supervised clinical experience for those enrolled in the University's graduate program of social work. These students will be provided with a training program designed to build upon each student's level of clinical training. This clinical experience is a component of training/education required for graduation. Countywide (SB)

Background and Justification: As a component of the Social Work Program offered at Barry University, graduate students are required to receive clinical experience. Participation in PBCFR's clinical experience is considered an unpaid internship, and students will not be compensated. PBCFR is willing to provide the necessary facilities and personnel for these students to complete their required experiences.

Attachment: Agreement (2)

Recommended by: John J. J. J. J. 10/2/17
Deputy Chief Date

Approved by: J. P. J. J. 10/2/2017
Fire/Rescue Administrator Date

Approved by: Nancy L. Bolm 10/18/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ____ No ____

Budget Account No.: Fund ____ Dept ____ Unit ____
Revenue Source ____/Object ____

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: *on initial review*

III. REVIEW COMMENTS

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

[Signature] 10/3/17
OFMB AR 23
10/3 10/3

[Signature] for *Shirley Jacobowitz*
Contract Development and Control
10/16/17 *[Signature]*

B. Legal Sufficiency

[Signature] 10/16/17
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.)

**AGENCY AFFILIATION AGREEMENT RELATING TO CLINICAL EXPERIENCE
BY AND BETWEEN BARRY UNIVERSITY, INC. AND PALM BEACH COUNTY**

This **AGENCY AFFILIATION AGREEMENT RELATING TO CLINICAL EXPERIENCE** (hereinafter referred to as "Agreement") is made and entered into on _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Barry University, Inc., a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the UNIVERSITY, whose Federal I.D. is 59-0624364.

RECITALS:

WHEREAS, the purpose of this Agreement is to allow Students from the UNIVERSITY School of Social Work to integrate theory learned in the classroom with practice and develop abilities and skills through planned and supervised clinical experience for those enrolled in the UNIVERSITY's graduate program of social work (Program). It is agreed by the parties that a program of supervised education in the areas of generalist practice and clinical practice shall be conducted for Students of the UNIVERSITY; and

WHEREAS, the UNIVERSITY is currently conducting educational programs requiring clinical experience, and desires experiential training for Students enrolled in the UNIVERSITY's Program, hereinafter referred to as Student; and

WHEREAS, the COUNTY recognizes the need to train and educate the Students, and possesses and is willing to provide the necessary facilities to provide clinical experiences within the COUNTY's Fire Rescue Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the UNIVERSITY and the COUNTY agree as follows:

SECTION 1. INCORPORATION OF FACTS

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

SECTION 2. EFFECTIVE DATE, TERM AND TERMINATION

This Agreement shall take effect upon approval by all parties, and shall remain in effect through June 30, 2020. 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. Except in extenuating circumstances, such termination shall not prevent those Students already participating in the clinical experience from completing their assignment with the COUNTY.

SECTION 3. 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 UNIVERSITY's representative and contract monitor during the performance of this Agreement is Sarah L. Ingram-Herring, Associate Director of Field Education, whose telephone number is 561-622-2732.

SECTION 4. UNIVERSITY RESPONSIBILITIES

- A. To provide to the COUNTY the clinical and training objectives of the UNIVERSITY's Program for the Students.
- B. To establish and maintain ongoing communication with the site supervisors of the COUNTY, providing materials pertinent to the UNIVERSITY's Program. Such materials may include, but are not limited to, a description of the curriculum, relevant course outlines, a listing of faculty, and relevant policies and procedures.
- C. To notify the COUNTY at a reasonable time in advance of its proposed schedule of Student assignments, including, but not limited to, the Student's name, level of academic preparation, and length and date range of clinical experience.
- D. To refer to the COUNTY only those Students who have satisfactorily completed the Program's prerequisite of the curriculum required for the clinical experience. The UNIVERSITY shall provide the COUNTY with written documentation of those clinical skills for which the UNIVERSITY has verified the Students' training and demonstrated proficiency. The UNIVERSITY shall be responsible for assuring that the Students do not engage in any activities and procedures that are not on said list.
- E. To inform the Students, in writing, of the COUNTY's health requirements provided to the UNIVERSITY.
- F. To advise the assigned Students of their responsibility for complying with the applicable policies and procedures of the COUNTY, including, but not limited to, policies relating to background checks and confidentiality of records.
- G. To advise the Students that their participation in clinical experiences with the County will be considered an unpaid internship, and the Students should have no expectation of compensation of any kind.
- H. The UNIVERSITY further understands that the COUNTY's performance and agreement to complete supervision of Students after placement pursuant to this Agreement is contingent upon annual appropriations by the Board of County Commissioners for its purpose and for overall staffing of a Licensed Clinical Social Worker position at the COUNTY's Fire Rescue Department.

I. Insurance:

UNIVERSITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. UNIVERSITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by UNIVERSITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by UNIVERSITY under this Agreement.

- a. Commercial General Liability: UNIVERSITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. UNIVERSITY shall provide this coverage on a primary basis.
- b. Business Automobile Liability: UNIVERSITY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event university doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing UNIVERSITY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. UNIVERSITY shall provide this coverage on a primary basis.
- c. Professional Liability Insurance: UNIVERSITY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of UNIVERSITY's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, UNIVERSITY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 Supplement Extended Reporting Period (SERP) during the life of this Agreement, UNIVERSITY shall purchase a SERP with a minimum reporting period not less than 3 years. UNIVERSITY shall provide this coverage on a primary basis.
- d. Additional Insured: UNIVERSITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. 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." UNIVERSITY shall provide the Additional Insured endorsements coverage on a primary basis.
- e. Waiver of Subrogation: UNIVERSITY 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 preloss agreement to waive subrogation without an endorsement to the policy, then UNIVERSITY 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 specifically prohibits such an endorsement, or which voids coverage should UNIVERSITY enter into such an agreement on a pre-loss basis.

- f. Certificates of Insurance: Prior to execution of this Agreement, UNIVERSITY shall provide initial evidence to the COUNTY'S representative, at the address below, 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.

Palm Beach County Fire Rescue Department
Lauren Young, CARES Team Coordinator
405 Pike Road
West Palm Beach, FL 33411

During the term of this Agreement, the UNIVERSITY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. 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 non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the **Certificate Holder**:

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

- g. Umbrella or Excess Liability: If necessary, UNIVERSITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- h. Right to Review: 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.
- J. Prior to scheduling Students for clinical experiences, the UNIVERSITY 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 UNIVERSITY acknowledges and agrees that the COUNTY Fire Rescue Department's provision of 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 UNIVERSITY’s Students who participate in the clinical 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 UNIVERSITY 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/clients and services, for any purpose whatsoever, except that its Students participating in clinical experience hereunder may receive and use protected health information to the limited extent necessary to participate in said clinical experiences, and that the UNIVERSITY’s faculty members 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 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 UNIVERSITY’s faculty members from its Students shall be strictly limited to the minimum necessary to accomplish the limited purpose of assessing and confirming the Students’ skills. The UNIVERSITY shall instruct its Students and faculty members as to this limitation and assure their compliance with such, including redaction of all individually identifiable patient/client information that is not required to accomplish the limited purpose of assessing and confirming the Students’ skills.

The UNIVERSITY agrees that all Students, as well as any faculty members 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 experiences, the UNIVERSITY 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 faculty member 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 UNIVERSITY recognizes that any protected health information disclosed to its Students and faculty members as permitted under this Agreement is disclosed as part of the COUNTY’s health care operations in its role of providing students with clinical experience. The UNIVERSITY agrees that its Students and faculty members 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 UNIVERSITY 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 UNIVERSITY, including any of its Students or faculty members, the UNIVERSITY 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 and faculty members 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/client privacy, Students and faculty members shall not be allowed to carry any cell phones, cameras or other video or audio recording devices during clinical experience, and the taking of any photos, videos or audio recordings by Students and faculty members during clinical experiences is strictly prohibited.

The UNIVERSITY, including its Students and faculty members, shall be bound by all legal requirements pertaining to the protection of patient/client information. The provisions of this subsection shall survive the expiration or earlier termination of this Agreement.

SECTION 5. COUNTY RESPONSIBILITIES

- A. To provide the Students with an organized training program characterized by a logical, planned sequence of training opportunities, designed to build upon each individual Student’s level of clinical training.
- B. To assign the responsibility for the coordination and supervision of Students to a specific COUNTY professional staff member.
- C. To retain ultimate responsibility for patient/client care and maintain administrative and professional supervision of Students in all aspects of Program operations at the COUNTY.
- D. To determine, and amend from time to time, the number of Students and clinical hours that it can accommodate during a given period of time, with the understanding that the COUNTY’s performance and agreement to complete supervision of Students after placement is contingent upon annual appropriations for overall staffing of a Licensed Clinical Social Worker position at the COUNTY’s Fire Rescue Department..
- E. To have final approval of selected Students to participate in the clinical experience with the County’s Fire Rescue Department.
- F. To establish, and amend from time to time, a Student’s clinical experience schedule within the date range provided by the UNIVERSITY.
- G. To orient the Students to the COUNTY’s facilities and programs, and to refer the Students to the COUNTY’s applicable policies and procedures with which the Students are expected to comply.
- H. To evaluate the performance of the assigned Students on a regular basis using the evaluation forms provided by the UNIVERSITY and, with prior notification to the COUNTY, to allow UNIVERSITY’s faculty to also evaluate Students and the Program at the COUNTY’s facilities.
- I. Not give any financial remuneration to the Students.

SECTION 6. REMOVAL OF STUDENTS

The COUNTY reserves the right to refuse or discontinue the availability of its services to any Student or faculty member who does not meet the professional or other requirements, qualifications, policies and standards, or the regulations of the COUNTY or any federal, state, or local law. In such instances the COUNTY will contact the UNIVERSITY’s representative in order to determine if a mutually agreeable

resolution can be promptly achieved; however, if: (i) the violation involves a breach of any of COUNTY's established policies or standards and/or any federal, state, or local law, or (ii) if the parties are unable to find a mutually agreeable resolution regarding a Student or faculty member whose presence is deemed by the COUNTY to be detrimental to the interests of the COUNTY or who does not otherwise meet the COUNTY's professional requirements or standards as indicated above, then COUNTY nevertheless reserves the right, in its sole discretion, to require the UNIVERSITY to immediately withdraw any such Student or faculty member without further delay; and such shall not be deemed to be discipline of a non-COUNTY employee by the COUNTY. The UNIVERSITY shall be responsible for determining any disciplinary action to be taken relating to its Students and faculty members.

SECTION 7. LIABILITY AND INDEMNIFICATION

Notwithstanding the oversight, supervision and/or direction of Students by COUNTY personnel during the clinical experiences or any other provisions in this Agreement, the UNIVERSITY shall have sole and ultimate responsibility and liability for the instruction, training, oversight, supervision, actions and omissions of the Students while they are participating in the clinical experiences provided by the COUNTY under this Agreement. The UNIVERSITY shall assure that the Students, while obtaining the clinical experience provided hereunder, act in the best interests of the patients/clients and in accordance with the terms and conditions of this Agreement.

The UNIVERSITY acknowledges and agrees that the nature of fire-rescue services, including emergency medical services, fire protection services, and related services, may expose the UNIVERSITY's Students and faculty members 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 UNIVERSITY assumes all responsibility and liability for any and all injuries or damages to the Students, faculty members, 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 experiences under this Agreement or presence on COUNTY premises or at an emergency scene, whether caused by the COUNTY, a Student, a faculty member, or any other individual or third party, or by inherent risks or otherwise. The COUNTY assumes no such liability.

The UNIVERSITY assumes sole liability for any acts, omissions or negligence of the UNIVERSITY, its agents, employees, officers, faculty members, and/or Students in connection with this Agreement; and the COUNTY assumes no such liability. The UNIVERSITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of UNIVERSITY, the Students, or any faculty member or other UNIVERSITY employee, agent or officer, involved in the performance of this Agreement, including but not limited to claims relating to patient/client care or treatment and claims relating to use or disclosure of protected health information.

SECTION 8. ACCESS AND AUDITS

The UNIVERSITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the UNIVERSITY's place of business.

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'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 UNIVERSITY, its officers, 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 9. NON-DISCRIMINATION

The UNIVERSITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

SECTION 10. RELATIONSHIP

The UNIVERSITY and the COUNTY are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The UNIVERSITY and its Students, faculty members, agents, and employees participating in this program shall not be considered agents, employees or servants of the COUNTY for any purpose, nor shall the COUNTY and its agents or employees participating in this program be considered agents, employees, or servants of the UNIVERSITY for any purpose.

SECTION 11. PATIENT/CLIENT CARE

Notwithstanding the mutual cooperation and supervision described above, the UNIVERSITY agrees that the COUNTY holds full authority for the management of patient/client care.

SECTION 12. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the UNIVERSITY 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 in accordance with Section 13.

SECTION 13. MODIFICATION AND AMENDMENT

No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

SECTION 14. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, FL 33411
Attn: Fire Rescue Administrator

With copy to:

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

If sent to the UNIVERSITY, notices shall be addressed to:

Barry University, Inc.
Sarah L. Ingram-Herring, Associate Director of Field Education
Barry University of Social Work
11300 NE Second Avenue
Miami Shores, FL 33161

SECTION 15. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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.

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 citizen, Student, faculty member, intern or employee of the UNIVERSITY and/or the COUNTY.

SECTION 16. CONFLICT OF INTEREST

The UNIVERSITY 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 services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY shall promptly notify the COUNTY's representative, 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 UNIVERSITY's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the UNIVERSITY 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 UNIVERSITY. The COUNTY agrees to notify the UNIVERSITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNIVERSITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UNIVERSITY, the COUNTY shall so state in the notification and the UNIVERSITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the UNIVERSITY under the terms of this Agreement.

SECTION 17. AUTHORITY TO PRACTICE

The UNIVERSITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

SECTION 18. REGULATIONS; LICENSING REQUIREMENTS

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

SECTION 19. FORCE MAJEURE

Neither party shall be deemed in default nor in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, flood, fire, explosion, sabotage, lockout, strike or other labor dispute, war, riot or civil commotion.

SECTION 20. AVAILABILITY OF FUNDS

The County's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its governing body for the purposes hereunder for each fiscal year, and is subject to any budgetary limitations imposed by law.

SECTION 21. 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 22. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the UNIVERSITY 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 23. 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 constraint, be construed more severely against one of the parties than the other.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and UNIVERSITY has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

WITNESS:

Signature

Name (type or print)

COUNTY

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Paulette Burdick, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Fire Rescue

BARRY UNIVERSITY, INC.

Signature

Typed Name

Title

(corp. seal)

**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
<p>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.</p>

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 other 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