

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 18, 2018	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

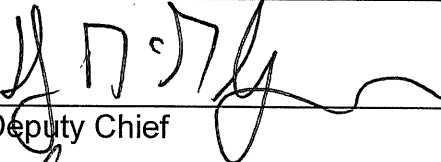


I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement relating to Clinical Field Experience with the School Board of Palm Beach County, Florida for the period December 18, 2018 through December 31, 2023.

Summary: Under this agreement Palm Beach County Fire Rescue will provide clinical field experience for students enrolled in a duly approved Emergency Medical Responder (EMR) training program at secondary schools located throughout Palm Beach County. The first three (3) years of this agreement will serve as a pilot program for students enrolled in the EMR program at Palm Beach Lakes High School and Wellington Community High School. At the successful completion of the three (3) year pilot program, clinical field experience opportunities may be expanded to students enrolled in an EMR program at additional high schools. Students will respond with County paramedics under actual emergency conditions to observe and to assist in delivering emergency medical care using basic life support techniques for which the student has been trained under their EMR program. This clinical field experience is an integral and required part of the EMR program, and will enhance the available job pool of qualified personnel. Countywide (SB)

Background and Justification: This interlocal agreement will provide clinical field experiences for students who are enrolled in, or have completed, their third year of the School Board's duly approved EMR program and are at least sixteen (16) years of age. At all times during the clinical field experience, the students will act under the direction of designated Fire Rescue personnel, who shall always be the primary care givers. Clinical field experiences for students shall only be scheduled between the hours of 9:00 a.m. and 4:00 p.m.

Attachment: Interlocal Agreement (2)

Recommended by:		11-26-18
	Deputy Chief	Date
Approved by:		11/26/18
	Fire Rescue Administrator	Date
Approved by:		12/5/18
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

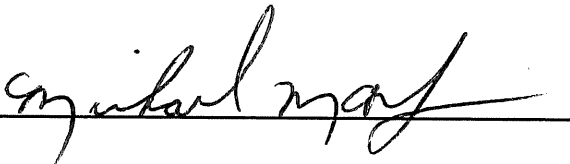
Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ____ No ____
Does this item include the use of federal funds? Yes ____ No X

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

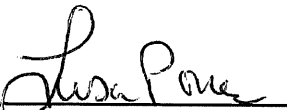
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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

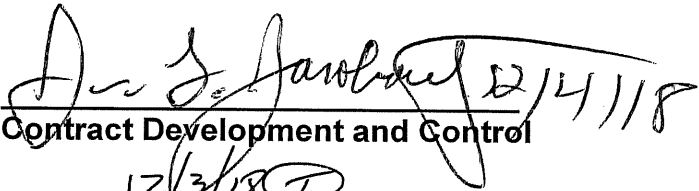
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

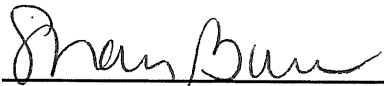

OFMB

11/29/18
9/11/28
w m 11/29


Contract Development and Control

12/4/18
12/3/18 TW

B. Legal Sufficiency


Assistant County Attorney

12/5/18
approval
certified in Receipt
of agreement executed
by School Board

C. Other Department Review:

Department Director

**INTERLOCAL AGREEMENT RELATING TO
CLINICAL FIELD EXPERIENCE BY AND BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY
AND PALM BEACH COUNTY**

This **INTERLOCAL AGREEMENT RELATING TO CLINICAL FIELD EXPERIENCE** is made and entered into on _____, by and between the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida, (hereinafter referred to as the "SCHOOL BOARD") 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, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governments to make the most effective use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority each might exercise separately; and

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

WHEREAS, the SCHOOL BOARD currently offers a duly approved Emergency Medical Responder ("EMR") training program at eleven (11) secondary schools located throughout Palm Beach County; and

WHEREAS, the SCHOOL BOARD's EMR program is a Career Preparatory Health Science program based on the Florida Department of Education Curriculum Framework for Emergency Medical Responder (Secondary); and

WHEREAS, the student performance standards for said EMR curriculum framework were adapted and condensed from the National EMS Education Standards of the United States Department of Transportation, and include components of emergency medical services ("EMS") such as determining and recording vital signs, demonstrating Basic Life Support procedures, and identifying and providing initial care for a sick or injured patient; and

WHEREAS, clinical learning experiences are an integral and required part of the EMR program, and the SCHOOL BOARD is in need of health care providers to assist it in providing clinical experiences for its EMR students; and

WHEREAS, as a three (3) year pilot program, the SCHOOL BOARD desires that students enrolled in its EMR program at Palm Beach Lakes Community High School and Wellington Community High School obtain clinical field experience with the COUNTY through its Fire Rescue Department relating to emergency medical services; and

WHEREAS, at the successful completion of the above mentioned three (3) year pilot program, clinical field experience opportunities may be expanded to include students enrolled in an EMR program at additional high schools; 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 BOARD's representative and contract monitor during the performance of this Agreement is the Director of Choice and Career Options whose telephone number is 561-969-5819.

SECTION 2. CLINICAL FIELD EXPERIENCE PROVIDED BY COUNTY

A. COUNTY agrees to provide clinical field experiences for students who are enrolled in, or have completed, their third and final year of the SCHOOL BOARD's duly approved EMR program and are at least sixteen (16) years of age (herein referred to as "students" or "EMR students"). During the first three years of this Agreement (pilot program period), only students meeting said criteria from Palm Beach Lakes Community High School and Wellington Community High School shall be eligible for clinical field experience. At the successful completion of the three (3) year pilot program, the Contract Monitors may agree to expand the clinical field experiences provided for by this Agreement to also include students enrolled in the SCHOOL BOARD's duly approved EMR program at additional high schools.

The clinical field experiences provided for by this Agreement may include, as practical and as determined by COUNTY, ride time on the COUNTY's Advanced Life Support (ALS) responder units or other units used by COUNTY in the emergency care of the sick or injured, and/or other appropriate clinical learning experiences. Under the supervision of Palm Beach County Fire Rescue paramedic personnel designated by the COUNTY, clinical field experiences for the EMR students may consist, as practical, of only those basic life support techniques, as described in the National EMS Education Standards of the United States Department of Transportation, for which the SCHOOL BOARD has verified the student's training and demonstrated proficiency, as discussed in Section 3 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 PPM FR-A-204 relating to student ride time and PPM FR-A-201 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 BOARD has undertaken to educate and train students in its duly approved EMR program. The control of this program shall reside with the SCHOOL BOARD. The SCHOOL BOARD 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 BOARD's EMR program. The SCHOOL BOARD agrees to maintain standards and procedures as recommended by the Florida Department of Education and the State occupational governing board(s) applicable to its EMR program, as well as standards for participating students, instructors and clinical coordinators relating to physical examinations and vaccinations.

B. The SCHOOL BOARD 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 BOARD 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 BOARD 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 BOARD 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 between the hours of 9:00am and 4:00pm. 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 BOARD Contract Monitor or its designee, limit or alter the number of students and clinical 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.

The SCHOOL BOARD understands that the COUNTY may offer clinical field experience to students from other schools, and that students from post-secondary EMT or paramedic programs may be given scheduling and capacity priority over the SCHOOL BOARD's students.

D. Prior to scheduling students for clinical field experiences with COUNTY, the SCHOOL BOARD shall provide COUNTY with a list of participating students and written documentation listing those basic life support techniques, as described in the National EMS Education Standards of the United States Department of Transportation, for which the SCHOOL BOARD has verified the student's training and demonstrated proficiency through clinical skills labs. The SCHOOL BOARD shall be responsible for assuring that its students do not engage in any activities and procedures that are not on

said list. The SCHOOL BOARD 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 BOARD 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 BOARD 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 BOARD shall also provide each student with the appropriate respiratory protection equipment, properly fit-tested by the SCHOOL BOARD, in accordance with 29 CFR 1910.134, Occupational Safety & Health Administration, to protect against airborne pathogens. The SCHOOL BOARD 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 BOARD shall provide the forms and methodologies to be utilized by COUNTY personnel to evaluate student performances during the clinical field experiences. However, the SCHOOL BOARD shall be fully responsible for evaluating its students' progress and determining grades of the students. The SCHOOL BOARD'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 BOARD 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 BOARD and COUNTY policies.

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

J. Prior to scheduling students for clinical field experiences, the SCHOOL BOARD 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, as well as by the parent or legal guardian if the student is a minor.

K. The SCHOOL BOARD shall be responsible for ensuring that the students enrolled in its EMR program have adequate and appropriate classroom instruction, and the COUNTY shall be responsible for providing EMR students with clinical field experience that allows them to integrate their educational experience with practical training. The SCHOOL BOARD acknowledges that the types of

clinical 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 BOARD. The COUNTY shall have no responsibility for meals and/or transportation.

M. COUNTY and the SCHOOL BOARD 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 BOARD 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 BOARD'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 BOARD 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 BOARD'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 BOARD 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 BOARD 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 BOARD 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 BOARD 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 BOARD 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 BOARD 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 BOARD, including any of its instructors, clinical coordinators or students, the SCHOOL BOARD 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 PPM FR-A-404 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 BOARD, 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. COUNTY recognizes that it may receive access to confidential student records as it fulfills its obligations to the SCHOOL BOARD under this Agreement. COUNTY shall execute an Addendum Concerning Student Information, which is attached hereto and incorporated herein as **Exhibit D**, and comply with Section 1002.22, Florida Statutes, and the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. 1232g, and its implementing regulations found in 34 C.F.R. Part 99.31(a)(1)(i)(B). In the event that COUNTY is requested or required under compulsion of legal process to disclose any such confidential information to any outside party, COUNTY will not disclose, unless required by law, the confidential information until the SCHOOL BOARD's General Counsel has first (i) received prompt written notice of such request or requirement to disclose, and (ii) had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment will be accorded the confidential information. COUNTY shall not oppose actions by the SCHOOL BOARD or its General Counsel to assure such confidential treatment.

COUNTY is subject to all SCHOOL BOARD obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the COUNTY acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

COUNTY will receive student information. Since parental consent will not be obtained and COUNTY has legitimate educational interests in the information, COUNTY shall hereby be deemed an "other

school official” in accordance with School Board Policy 5.50 and shall enter into the Addendum Concerning Student Information.

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

Q. Both the COUNTY and the SCHOOL BOARD 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 BOARD for any purpose whatsoever; nor to make any officer, employee, agent, student, instructor, clinical coordinator, intern or volunteer of the SCHOOL BOARD 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 BOARD any violation of its rules and regulations or other inappropriate conduct by any SCHOOL BOARD student, instructor or clinical coordinator relating to clinical field experiences hereunder, the SCHOOL BOARD 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 Section 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 BOARD shall not allow students to engage in any clinical field experience with COUNTY until evidence of required insurance for both the SCHOOL BOARD and its students has been provided to COUNTY.

B. The SCHOOL BOARD 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 the monetary waiver limits set forth by the Legislature in accordance with Section 768.28, Florida Statutes. This coverage shall be provided on a primary basis. The student coverage shall be maintained by the SCHOOL BOARD on behalf of each student. For policies written on a “Claims-Made” basis, SCHOOL BOARD 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 BOARD 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 BOARD of the obligation to provide replacement coverage.

C. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the SCHOOL BOARD 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 BOARD 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 BOARD 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 BOARD enter into such an agreement on a pre-loss basis.

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

F. The School Board 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 BOARD shall deliver to COUNTY Certificate(s) of Insurance evidencing the required coverage for both the SCHOOL BOARD 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 BOARD acknowledges and agrees that the nature of fire-rescue services, including emergency medical services, fire protection services, and related services, may expose the SCHOOL BOARD'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 COUNTY assumes no liability for such.

The SCHOOL BOARD assumes sole liability for any acts, omissions or negligence of the SCHOOL BOARD, its agents, employees, officers, instructors, clinical coordinators and/or students in connection with this Agreement; and the COUNTY assumes no such liability.

The parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set

forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment.

Subject to the extent and limits of §768.28, Florida Statutes, School Board will indemnify and be responsible for and hold County harmless from and against any and all claims, damages, costs, and expenses caused by the School Board's negligent or intentional acts or arising out of the breach of this contract, inherent risks, or acts and omissions of School Board's students, instructors and clinical coordinators relating to patient care or treatment and use or disclosure of protected health information. Notwithstanding the forgoing, this provision is not intended to serve or constitute (i) an agreement by School Board to indemnify County for the County's negligence; (ii) a waiver of sovereign immunity by School Board; (iii) a waiver of any defense School Board may have under such statute; (iv) the consent of School Board or its officers, employees to be sued; or (v) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28 of the Florida Statutes.

Subject to the extent and limits of §768.28, Florida Statutes, the County will indemnify and be responsible for and hold School Board harmless from and against any and all claims, damages, costs, and expenses caused by the County's negligence in connection with this Agreement. Notwithstanding the forgoing, this provision is not intended to serve or constitute (i) an agreement by County to indemnify School Board for the School Board's negligence; (ii) a waiver of sovereign immunity by County; (iii) a waiver of any defense County may have under such statute; (iv) the consent of County or its officers, employees to be sued; or (v) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28 of the Florida Statutes.

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

SECTION 7. NOTICE OF SUIT

The SCHOOL BOARD 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 BOARD 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 BOARD 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 BOARD 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 BOARD 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 BOARD shall provide COUNTY with access to all such records for the purpose of inspection or audit during normal business hours. The SCHOOL BOARD 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. To the extent permitted by law, 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 BOARD, 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 BOARD 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.

SECTION 11. CONFLICT OF INTEREST

The SCHOOL BOARD 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 BOARD further represents that no person having any such conflict of interest shall be employed for the performance of this Agreement.

The SCHOOL BOARD 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 SCHOOL BOARD'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 BOARD 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 BOARD. The COUNTY agrees to notify the SCHOOL BOARD of its opinion by certified mail within thirty (30) days of receipt of notification by the SCHOOL BOARD. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SCHOOL BOARD, the COUNTY shall so state in the notification and the SCHOOL BOARD 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 BOARD's performance under the terms of this Agreement.

SECTION 12. SUCCESSORS AND ASSIGNS

The COUNTY and the SCHOOL BOARD 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 BOARD 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 BOARD.

SECTION 13. LICENSES AND APPROVALS

The SCHOOL BOARD represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and in particular its EMR training program, 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 BOARD

School District of Palm Beach County
3300 Forest Hill Boulevard, Suite C-124
West Palm Beach, Florida 33406
Attn: Director of Choice and Career Options

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.

SECTION 18. ARREARS

The SCHOOL BOARD 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 BOARD 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 BOARD 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 BOARD 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 upon approval by all parties, and shall remain in effect through

December 31, 2023. 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 BOARD 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, prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

SECTION 28. BACKGROUND CHECKS/FINGERPRINTING

In accordance with Section 1012.468(2)(d), COUNTY represents that Palm Beach County Fire Rescue medical field employees who are participating in the clinical field experiences contemplated by this Agreement are providing services within the scope of Part III of Chapter 401, Florida Statutes, on behalf of Palm Beach County Fire Rescue, which is an ambulance provider licensed pursuant to Chapter 401, Florida Statutes.

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.

SECTION 30. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained in this Agreement shall be construed in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers, or any other powers or functions of either party. This Agreement shall not constitute a transfer of powers or functions pursuant to Article VIII, Section 4, of the Florida Constitution. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision and supervision of training and clinical field experiences to SCHOOL BOARD's students shall remain with the SCHOOL BOARD. The parties acknowledge that this Agreement is an interlocal agreement under Chapter 163, Florida Statutes, and that each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of any such interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, COUNTY, or SCHOOL BOARD officials.

SECTION 31. FILING

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

[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: _____
, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire Rescue

THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA

By: _____
Chuck Shaw, Chairman

By: _____
Donald E. Fennoy, II, Ed.D., Superintendent

REVIEWED AND APPROVED AS TO
LEGAL FORM

By: _____
School Board 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.

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/LEGAL 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: _____

Last Revised: PPM#FR A-204 Attachment B, clerical 04/01/2018

**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: _____

Last Revised: PPM#FR A-204 Attachment C, clerical 03/01/2018



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, _____
between the school (named below) or The School Board of Palm Beach County, Florida (named below) and Vendor/Partner (named below)

School or School Board The School Board of Palm Beach County, Florida
Vendor or Partner Palm Beach County, Florida

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Vendor's/Partner's signature below, the School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)
As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (Indicate fields of data requesting below); and
STUDENT NAME, GRADE, SCHOOL ATTENDING, PROGRAM OF STUDENT, AGE
2. will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Receiving Party's responsibilities under the Contract); and
3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
6. shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
7. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; and
8. will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, <http://www.palmbeachschools.org/records/>), in which case the Receiving Party will return the information to the School Board rather than disposing of it

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.
IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal Name of the Receiving Party
(Vendor/Partner)

Palm Beach County
Vendor or Partner

Signature of person having authority to enter
legally binding agreements on behalf of Receiving
Party. Date

The School

School Board of Palm Beach County
For the School Board of Palm Beach County, Florida

Signature of person having authority to enter
legally binding agreements on behalf of the School
or The School Board of Palm Beach County, Florida.

Date