

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 14, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire-Rescue

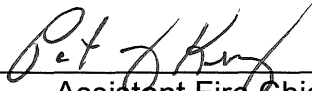
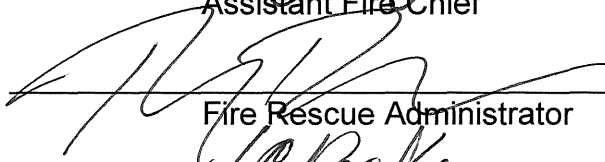

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement Relating to Clinical Field Experience with Medical Career Academy, Inc. for clinical field experience for the period October 1, 2021 through September 30, 2026.

Summary: This Agreement will allow Palm Beach County Fire Rescue to provide clinical field experience to paramedic and EMT students of Medical Career Academy. Paramedic and EMT students will respond with County paramedics to observe and assist in delivering emergency medical care under actual emergency conditions. This clinical field experience is a component of the paramedic and EMT training required for State certification, and will enhance the available job pool of qualified personnel. Countywide (SB)

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

Attachment: Agreement

Recommended by:		8/25/21
	Assistant Fire Chief	Date
Approved by:		8/25/21
	Fire Rescue Administrator	Date
Approved by:		9/2/21
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
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: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 8/27/21
 OFMB 8.26.21
 MG 8/26/21

[Signature] 9/11/21
 Contract Development and Control
 9-1-21 TW

B. Legal Sufficiency

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

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

**AGREEMENT RELATING TO CLINICAL FIELD EXPERIENCE
BY AND BETWEEN MEDICAL CAREER ACADEMY, INC.
AND PALM BEACH COUNTY**

This **AGREEMENT RELATING TO CLINICAL FIELD EXPERIENCE** is made and entered into on _____, by and between Medical Career Academy, Inc. (Federal ID #46-4181792), a Florida Not for Profit corporation, (hereinafter referred to as the "ACADEMY") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY").

WITNESSETH:

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

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

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

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

WHEREAS, it is to the benefit of both the COUNTY and the ACADEMY to cooperate in the educational preparation of said students so as to promote a continuing source of competent health care professionals, and the parties hereby find that doing so serves the public interest, 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 ACADEMY's representative and contract monitor during the performance of this Agreement is the Director whose telephone number is (561) 283-0400.

SECTION 2. CLINICAL FIELD EXPERIENCE PROVIDED BY COUNTY

A. COUNTY agrees to make available, as practical, its ALS responder units and other units used by COUNTY in the emergency care of the sick or injured in order to provide clinical field experience for students enrolled in the ACADEMY's duly approved paramedic and EMT training programs. Under the supervision of Palm Beach County Fire Rescue paramedic personnel designated by the COUNTY, clinical field experiences will consist, as practical, of those activities and/or procedures outlined in section 401.23(1), Florida Statutes, for paramedic students or section 401.23(7), Florida Statutes, for EMT

students, and other procedures required as part of the clinical field experience by the DOT EMT-Paramedic National Standard Curriculum or the National EMS Education Standards for paramedic students, or the DOT EMT-Basic National Standard Curriculum or the National EMS Education Standards for EMT students, as applicable. Clinical field experiences shall be limited to those identified activities and procedures. 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.

B. COUNTY reserves the right to refuse its facilities and services to any student, faculty member or instructor 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, faculty member or instructor, 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 ACADEMY has undertaken to educate and train students in its duly approved Paramedic and EMT Programs (hereinafter "students"). The control of this program shall reside with the ACADEMY.

B. The ACADEMY shall inform its students, faculty members and instructors of all applicable rules, regulations, policies, procedures, and medical protocols of Palm Beach County Fire Rescue. The ACADEMY shall ensure that its students, faculty members and instructors 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 ACADEMY 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 experiences provided by the COUNTY under this Agreement. The ACADEMY 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 the clinical field experiences provided for by this Agreement shall be established, and may be amended, by mutual agreement of the parties' Contract Monitors. The schedule may be altered from time to time by the COUNTY in its sole discretion if appropriate responder units or personnel are not available or for any other reason that might negatively impact the COUNTY's services, as determined solely by the COUNTY. The ACADEMY shall provide the COUNTY with a list of participating students, including whether each student is participating as an Emergency Medical Technician (EMT) student or a Paramedic student.

D. Prior to scheduling students for clinical experiences with COUNTY, the ACADEMY shall provide COUNTY with written documentation verifying that all students have been trained in and have demonstrated, through clinical skills labs, proficiency in all of the activities and procedures referenced in Section 2. The ACADEMY shall be responsible for assuring that its students, while participating in the clinical field experiences with the COUNTY, conduct only those activities and procedures for which the ACADEMY has verified the student's training and demonstrated proficiency. The ACADEMY warrants that all students scheduled for clinical experiences with COUNTY shall be fully qualified and authorized

or permitted under state and local law to engage in the clinical experiences contemplated under this Agreement. All students while on COUNTY premises, in COUNTY vehicles, or otherwise participating in the clinical experiences hereunder, shall comply with all COUNTY requirements and policies governing conduct, safety and security.

E. Prior to scheduling students for clinical experiences, the ACADEMY 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 ACADEMY 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 a stethoscope to obtain patient vital signs and the appropriate eye protection to protect the student from blood borne pathogens. The ACADEMY shall also provide each student with the appropriate respiratory protection equipment, properly fit-tested by the ACADEMY, in accordance with 29 CFR 1910.134, Occupational Safety & Health Administration, to protect against airborne pathogens. The ACADEMY 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 ACADEMY shall provide the forms and methodologies to be utilized by COUNTY personnel to evaluate student performances during the clinical field experiences. However, the ACADEMY shall be fully responsible for evaluating its students' progress and determining grades of the students. The ACADEMY's program supervisor(s) will make regular site visits to COUNTY in order to assess the effectiveness of the County's clinical field experience program. While on COUNTY premises or otherwise participating in site visit activities, program supervisors shall comply with all COUNTY requirements and policies governing conduct, safety and security.

H. Prior to scheduling students for clinical experiences, the ACADEMY shall provide COUNTY with written verification that all students have been determined to be fit to engage in the clinical 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 ACADEMY and COUNTY policies.

I. Prior to scheduling students for clinical experiences or allowing program supervisors to conduct site visits, the ACADEMY shall provide COUNTY with a duly executed written release from each student and program supervisor, as applicable, as attached hereto as **Exhibit A**, which may be amended by the County from time to time.

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

K. COUNTY and the ACADEMY 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. Furthermore, 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.

L. The ACADEMY 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 ACADEMY's students and program supervisors may observe, receive and/or have access to HIPAA protected health information ("PHI"), including electronic PHI, during clinical experiences. Accordingly, the parties agree that no student shall participate in the clinical experiences provided by COUNTY hereunder, and no ACADEMY program supervisor shall conduct site visits, unless and until the student or program supervisor, as applicable, completes a HIPAA training program approved by Palm Beach County Fire Rescue and executes a HIPAA confidentiality and training acknowledgment agreement as attached hereto as **Exhibit B**, as may be amended by the County from time to time. Prior to scheduling any students for clinical experiences or allowing site visits by a program supervisor, the ACADEMY shall provide COUNTY with a duly executed confidentiality and training acknowledgment agreement from each student and program supervisor, as applicable.

Furthermore, the ACADEMY specifically acknowledges and agrees that students and program supervisors shall not be authorized to disclose any PHI to the ACADEMY, including its faculty members and instructors, for any purpose whatsoever, except as required by law. Students and program supervisors shall ensure that any clinical experience information they report or provide to the ACADEMY, including its faculty members and instructors, in any format whether on forms, verbal, written, electronic, or otherwise, is de-identified in accordance with 45 CFR 164.514, including redaction of all identifiers listed therein as well as any narrative details that could be used to identify an individual. The ACADEMY, including its faculty members and instructors, shall not request or receive PHI from COUNTY personnel, including but not limited to on any forms to be utilized by COUNTY personnel to evaluate student performances during the clinical experiences.

Any PHI disclosed to, or received or observed by, students and program supervisors during clinical experiences is disclosed, received or observed as part of the COUNTY's health care operations in its role of providing paramedic and EMT students with clinical field experience, as required by Section 401.2701, Florida Statutes. During clinical experiences provided by the COUNTY, the participation of students and program supervisors shall be under the direct control of the COUNTY. The ACADEMY shall ensure that its students and program supervisors shall maintain the confidentiality of any PHI provided to them hereunder and not use or disclose such PHI, except as necessary during the clinical experiences hereunder or as required by law. Should any unauthorized PHI be disclosed to the ACADEMY, including its students, faculty members, instructors and program supervisors, the recipient shall not use or further disclose said information and shall immediately notify the Palm Beach County Fire Rescue HIPAA Compliance Officer and return the PHI to said Compliance Officer without maintaining any copies thereof.

The ACADEMY shall specifically instruct and train its students, faculty members, instructors and program supervisors as to the provisions and limitation of this Section and assure their compliance with such. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

M. The ACADEMY represents and warrants that, to the best of its knowledge, it and any of its students/faculty/employees/contractors are not (a) currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; and (b) have not been convicted of a criminal offense that falls within the ambit

of 42 U.S.C Section 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

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 ACADEMY for any purpose whatsoever; nor to make any officer, employee, agent, faculty member, instructor, or student of the ACADEMY an officer, employee, agent, faculty member, instructor, or student of the COUNTY for any purpose whatsoever. Should the COUNTY report to the ACADEMY any violation of its rules and regulations or other inappropriate conduct by an ACADEMY student during a clinical experience, the ACADEMY shall be responsible for determining any disciplinary action to be taken with respect to the student's participation in the ACADEMY's program. However, the COUNTY maintains the right to prohibit any ACADEMY student or program supervisor from participating in the clinical 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 ACADEMY shall not allow students to engage in any clinical field experience with COUNTY until evidence of required insurance for both the ACADEMY and its students has been provided to COUNTY.

B. The ACADEMY shall, at no cost to COUNTY, maintain, and require and assure that each student maintains, in effect at all times during the life of this Agreement EMT/Paramedic Errors & Omissions Liability insurance coverage, or similar Medical Malpractice Liability insurance coverage, at a limit of liability not less than \$1,000,000 per occurrence \$2,000,000 annual aggregate. This coverage shall be provided on a primary basis. The student coverage may be maintained by the ACADEMY on behalf of each student. For policies written on a "Claims-Made" basis, ACADEMY 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, ACADEMY 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 ACADEMY of the obligation to provide replacement coverage.

C. The ACADEMY shall, at its sole expense, maintain in effect at all times during the life of this Agreement Commercial General Liability insurance coverage at a limit of liability not less than \$1,000,000 Per Occurrence. The ACADEMY warrants said coverage does not include any endorsement excluding Contractual Liability nor Cross Liability; and the coverage shall be endorsed with a 2026 Additional Insured - Designated Person or Organization, or similar Additional Insured endorsement, in favor of Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Agents, and Employees. This coverage shall be provided on a primary basis.

D. The ACADEMY 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 ACADEMY 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 ACADEMY enter into such an agreement on a pre-loss basis.

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

F. The ACADEMY shall deliver to COUNTY Certificate(s) of Insurance evidencing the required coverage for both the ACADEMY 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.

G. 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. INDEMNIFICATION

The ACADEMY assumes full responsibility for the acts and omissions of its agents, employees, officers, faculty members, instructors, program supervisors, and students, and the COUNTY shall not be deemed to assume any liability for such. The ACADEMY shall protect, defend, reimburse, indemnify, release, and hold harmless COUNTY, its agents, employees and elected officers 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 the performance of the terms of this Agreement by the ACADEMY, its agents, employees, officers, faculty members, instructors, program supervisors, and/or students, including but not limited to claims relating to patient care or treatment and claims relating to the use or disclosure of PHI; or otherwise arising from the acts or omissions of the ACADEMY, its agents, employees, officers, faculty members, instructors, program supervisors, and/or students; and/or arising from any and all negligent acts or omissions of the COUNTY, its officers, employees, and agents, relating in any way to the clinical experiences, including direction, supervision or instruction of any student during the performance of this Agreement.

SECTION 7. NOTICE OF SUIT

The ACADEMY 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 ACADEMY or its officers, employees, agents, faculty members, instructors, 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 ACADEMY 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 ACADEMY 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 ACADEMY shall maintain all records developed pursuant to this Agreement in accordance with Florida's Public Records Law and for a minimum of five (5) years after the completion or termination of this Agreement. The ACADEMY shall provide COUNTY with access to all such records for the purpose of inspection or audit during normal business hours. The ACADEMY shall comply with the provisions of Chapter 119 FS (Public Records Law) and HIPAA, as may be amended, and any other applicable laws and regulations relating to records and/or confidentiality of records.

The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ACADEMY, 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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ACADEMY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the ACADEMY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ACADEMY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ACADEMY retaliate against any person for reporting instances of such discrimination. The ACADEMY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The ACADEMY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from

participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ACADEMY shall include this language in its subcontracts.

SECTION 11. CONFLICT OF INTEREST

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

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

SECTION 12. SUCCESSORS AND ASSIGNS

The COUNTY and the ACADEMY 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 ACADEMY 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 ACADEMY.

SECTION 13. LICENSES AND APPROVALS

The ACADEMY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and in particular its paramedic and EMT training programs, and that it will at all times conduct its activities in a responsible and reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY prior to scheduling any students for clinical 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. Nothing contained herein shall be construed to waive the COUNTY's sovereign immunity or other defenses.

SECTION 15. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the ACADEMY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the ACADEMY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ACADEMY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The ACADEMY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the ACADEMY does not transfer the records to the public agency.
- D. Upon completion of the Agreement the ACADEMY shall transfer, at no cost to the COUNTY, all public records in possession of the ACADEMY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the ACADEMY transfers all public records to the COUNTY upon completion of the Agreement, the ACADEMY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ACADEMY keeps and maintains public records upon completion of the Agreement, the ACADEMY shall meet all applicable requirements for retaining public records. All records stored electronically by the ACADEMY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the ACADEMY to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ACADEMY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ACADEMY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ACADEMY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

SECTION 16. 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 ACADEMY:
Medical Career Academy, Inc.
7741 N. Military Trail, Suite 4/5
Palm Beach Gardens, FL 33410
Attn: Rochelle Goldberg, VP COO.

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

SECTION 17. 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 18. 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 19. ARREARS

The ACADEMY 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 ACADEMY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

SECTION 20. REGULATIONS; LICENSING REQUIREMENTS

The ACADEMY 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 ACADEMY 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 21. CAPTIONS

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

SECTION 22. 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 23. 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 24. EFFECTIVE DATE, TERM AND TERMINATION

This Agreement shall take effect on October 1, 2021, and shall remain in effect through September 30, 2026. 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 25. 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, PHI, claims, indemnification and legal proceedings, shall survive the expiration or earlier termination of this Agreement.

SECTION 26. 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 27. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ACADEMY 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 28. CONFLICT RESOLUTION

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

SECTION 29. CRIMINAL HISTORY RECORDS CHECK

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

SECTION 30. E-VERIFY - EMPLOYMENT ELIGIBILITY

The ACADEMY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of its subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The ACADEMY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The ACADEMY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

The COUNTY shall terminate this Agreement if it has a good faith belief that the ACADEMY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that the ACADEMY’s subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify the ACADEMY to terminate its contract with the subcontractor and the ACADEMY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, the ACADEMY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, the ACADEMY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

[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:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER**

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

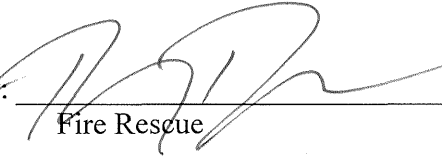
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

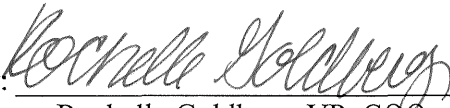
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

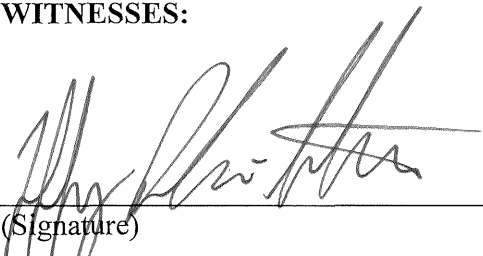
**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

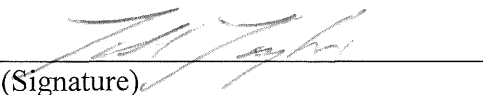
By: 
Fire Rescue

WITNESSES:

MEDICAL CAREER ACADEMY, INC.
By: 
Rochelle Goldberg, VP COO.


(Signature)
Tiffany Palczmo-Skawski
Name (Type and Print)

CORPORATE SEAL


(Signature)
Todd Taylor Fiscal Mgr
Name (Type and Print)

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

KNOWN TO ALL INDIVIDUALS BY THESE PRESENTS:

That _____ (hereinafter referred to as the "Student/Observer"), or his or her parent/legal guardian on behalf of the Student/Observer if the Student/Observer is an unemancipated minor, 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 (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, a third party, 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, a third party, 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 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, or his or her parent/legal guardian on behalf of the Student/Observer if the Student/Observer is an unemancipated minor, represents and warrants that he or she is legally competent to execute this Release and accept full responsibility for it. The Student/Observer acknowledges and agrees that the nature of emergency medical and fire protection services may expose the Student/Observer to risk of injury, including exposure to harmful or hazardous substances or materials. 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, a third party, 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.

Student/Observer:

Witness: _____

Signature of Student/Observer

Witness: _____

Name

Address

City, State, Zip Code

Witness: _____

Signature of Parent/Legal Guardian if
Student/Observer is an unemancipated minor

Witness: _____

Name and Address of Parent/Legal Guardian if
Student/Observer is an unemancipated minor:

**Palm Beach County Fire Rescue
Health Insurance Portability and Accountability Act (HIPAA)
Policy on Confidentiality of Patient Information**

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

As a Student/Observer, I understand that Palm Beach County Fire Rescue provides services to patients that are private and confidential and that I am to respect the privacy rights of the patients to which emergency medical services have been provided by Palm Beach County Fire Rescue. I understand that it is necessary, in the rendering of emergency medical services by Palm Beach County Fire Rescue, that patients provide personal information and that such information may exist in a variety of forms such as oral, written, electronic or photographic and that all such information is strictly confidential and protected by federal and state laws.

I agree that I will comply with all confidentiality policies and procedures of Palm Beach County Fire Rescue during and after my Student/Observer ride time with Palm Beach County Fire Rescue. I shall not use, retain, copy, or disclose any patient 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 otherwise as approved by the Palm Beach County Fire Rescue HIPAA Compliance Officer, or as required by law.

If my participation in ride time/clinical experiences is part of an EMT/Paramedic school program, any information that I report to said school shall be de-identified in accordance with HIPAA regulation 45 CFR 164.514, including redaction of all identifiers listed therein as well as any narrative details that could be used to identify an individual.

If I, at any time, knowingly or inadvertently breach patient confidentiality, 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 the HIPAA Compliance Officer without retaining any copies. In addition, I understand that a breach of patient confidentiality may result in the immediate termination of my privileges to ride as a Student/Observer with Palm Beach County Fire Rescue.

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

Signature: _____ **Date:** _____

Name (Printed): _____

Affiliation: _____