

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	February 7, 2023	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

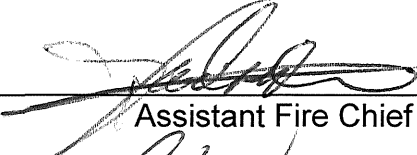
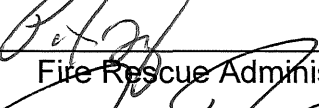
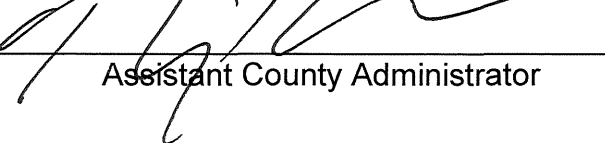
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement Relating to Clinical Field Experience with Barry University, Inc. ("Barry") for a period of five (5) years commencing on February 11, 2023, through February 10, 2028.

Summary: This Agreement will allow Palm Beach County Fire Rescue to provide clinical field experience to students enrolled in Barry's paramedic and emergency medical technician ("EMT") programs. Barry participants will respond with County paramedics to observe and assist in delivering emergency medical care under actual emergency conditions. The clinical field experience promotes public health, safety and welfare, and enhances the available pool of qualified personnel. The Agreement is for a period of five (5) years and can be terminated by either party at any time, with or without cause, with written notification to the other party.
Countywide (SB)

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

Attachments:
Agreement (2)

Recommended by:		1-13-2023
	Assistant Fire Chief	Date
Approved by:		1-13-2023
	Fire Rescue Administrator	Date
Approved by:		1/25/2023
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
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 X
 Does this item include the use of federal funds Yes _____ No X

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

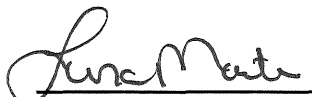
B. Recommended Sources of Funds/Summary of Fiscal Impact:

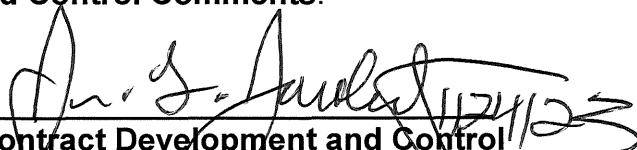
* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 1/19/2023
 OFMB MB 1/19

 1/24/23
 Contract Development and Control
mb 1/24/23

B. Legal Sufficiency

 1/24/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

This **AGREEMENT RELATING TO CLINICAL FIELD EXPERIENCE** is made and entered into on _____, by and between Barry University, Inc., a Florida not for profit corporation, (hereinafter referred to as the “SCHOOL”), with a Federal Tax ID number 59-0624364, 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 SCHOOL offers duly approved paramedic and emergency medical technician (“EMT”) training programs; and

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

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

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

WHEREAS, is to the benefit of both the COUNTY and the SCHOOL 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 SCHOOL’s representative and contract monitor during the performance of this Agreement is the Associate Director of Extended Learning whose telephone number is 305-899-3387.

SECTION 2. CLINICAL FIELD EXPERIENCE PROVIDED BY COUNTY

A. COUNTY agrees to make available, as practical as determined by the COUNTY, its ALS responder units and other units used by COUNTY in the emergency care of the sick or injured in order to provide clinical field experience for students enrolled in the SCHOOL’s duly approved paramedic and EMT training programs, which are located in Palm Beach County. 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, procedures, and/or techniques outlined or referenced in Section 401.23(2), Florida Statutes, for paramedic students or Section 401.23(8), Florida Statutes, for EMT

students, as applicable. Clinical field experiences shall be limited to said activities, procedures and/or techniques. 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 or faculty/staff member 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 or faculty/staff member 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.

C. The SCHOOL acknowledges that the types of clinical field experiences provided by the COUNTY will depend on a variety of factors, including availability of COUNTY personnel and rescue units, and the number and types of emergency calls to which Palm Beach County Fire Rescue responds. The COUNTY does not make any representation or warranty of the number or types of clinical field experiences that may be provided.

D. The schedule for clinical field experiences, and the number of students and 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 and the number of students and clinical field experiences may be altered or limited from time to time by the COUNTY in its sole discretion if appropriate responder units or personnel are not readily available or for any other reason that might negatively impact the COUNTY's services, as determined solely by the COUNTY. The SCHOOL shall provide the COUNTY with a list of participating students, including whether each student is participating as an EMT student or a paramedic student.

SECTION 3. PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS

A. The SCHOOL has undertaken to educate and train students in its duly approved paramedic and EMT training programs. The control of these programs shall reside with the SCHOOL. The SCHOOL shall be responsible for ensuring that the students enrolled in its paramedic and EMT programs have adequate and appropriate classroom instruction.

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

C. Prior to scheduling students for clinical field experiences with COUNTY, the SCHOOL shall provide the 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, procedures and techniques referenced in Section 2. The SCHOOL shall be responsible for assuring that its students, while participating in the clinical field experience with the COUNTY, conduct only those activities, procedures and techniques for which the SCHOOL has verified the student's training and demonstrated proficiency. The SCHOOL warrants that all students scheduled for clinical field experiences with COUNTY shall be fully qualified and authorized or permitted under state and local law to engage in the clinical field experiences contemplated under this Agreement. All students while on COUNTY premises, in COUNTY vehicles, or otherwise participating in the clinical field experiences hereunder, shall comply with all COUNTY requirements and policies governing conduct, safety and security.

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

E. For use during the clinical field experiences, the SCHOOL shall provide each student with an obvious means of identifying themselves as a student to be worn as part of their required School uniform, as well as with a stethoscope to obtain patient vital signs and all Personal Protective Equipment (PPE) required by PBCFR, including but not limited to appropriate eye protection to protect the student from blood borne pathogens, and appropriate masks and respiratory protection equipment, properly fit-tested by the SCHOOL, in accordance with 29 CFR 1910.134, Occupational Safety & Health Administration, to protect against airborne pathogens. The SCHOOL assumes full responsibility for assuring that its students have and use the appropriate, properly fitted, protection equipment. COUNTY assumes no responsibility relating to the equipment, including for assessing or assuring that the equipment is properly fitted and used.

F. The SCHOOL shall provide the forms and methodologies to be utilized by COUNTY personnel to evaluate student performances during the clinical field experiences. However, the SCHOOL shall be fully responsible for evaluating its students' progress and determining grades of the students. The SCHOOL's program supervisor(s), who shall be a faculty or staff member(s), will make regular site visits to COUNTY in order to assess the effectiveness of the clinical field experience program. While on COUNTY premises or otherwise participating in site visit activities, the program supervisor(s) shall comply with all COUNTY requirements and policies governing conduct, safety and security.

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

H. Prior to scheduling students for clinical field experiences or allowing program supervisors to conduct site visits, the SCHOOL 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.

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

J. COUNTY and the SCHOOL will comply with any applicable provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and any other applicable laws and regulations. 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.

K. The SCHOOL acknowledges and agrees that the COUNTY's provision of emergency medical services is subject to confidentiality provisions under State law, and to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the regulations promulgated thereunder (including privacy and security rules) (collectively herein referred to as "HIPAA"), all as may be amended from time to time; and that the SCHOOL's students and program supervisors may observe, receive and/or have access to protected health information ("PHI"), including electronic PHI, or other confidential information, during clinical field experiences. Accordingly, the parties agree that no student shall participate in the clinical field experiences provided by COUNTY hereunder, and no SCHOOL program supervisor shall conduct site visits, unless and until the student or the program supervisor, as applicable, completes Palm Beach County Fire Rescue's HIPAA training program 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 field experiences or allowing site visits by a program supervisor, the SCHOOL shall provide COUNTY with a duly executed confidentiality and training acknowledgment agreement from each student and program supervisor, as applicable.

Furthermore, the SCHOOL specifically acknowledges and agrees that the students and program supervisors shall not be authorized to disclose any PHI or other confidential information to the SCHOOL, including its faculty/staff members, for any purpose whatsoever, except as required by law. Students and program supervisors shall ensure that any clinical field experience information they report or provide to the SCHOOL, including its faculty/staff members, 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 SCHOOL, including its faculty/staff members, shall not request or receive PHI or other confidential information from COUNTY personnel, including but not limited to on any forms to be utilized by COUNTY personnel to evaluate student performances during the clinical field experiences.

Any PHI or other confidential information disclosed to, or received or observed by, students and program supervisors during clinical field 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 field experiences provided by the COUNTY, the participation of students and program supervisors shall be under the direct control of the COUNTY. The SCHOOL shall ensure that its students and program supervisors shall maintain the confidentiality of any PHI or other confidential information provided to them hereunder and not use or disclose such information except as necessary during the clinical field experiences hereunder or as required by law. Should any unauthorized PHI or other confidential information be disclosed to the

SCHOOL, including any of its students, program supervisors and faculty/staff members, 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 information to said Compliance Officer without maintaining any copies thereof.

The SCHOOL shall specifically instruct and train its students, program supervisors, and faculty/staff members as to the provisions and limitations of this Subsection and assure their compliance with such. The provisions of this Subsection shall survive the expiration or earlier termination of this Agreement.

L. The SCHOOL represents and warrants that, to the best of its knowledge, it and any of its students/faculty/staff/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.

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

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

SECTION 4. RELATIONSHIP OF EMPLOYEES AND STUDENTS

This Agreement does not, and shall not be construed to, make any officer, employee or agent of the COUNTY an officer, employee or agent of the SCHOOL for any purpose whatsoever; nor to make any officer, employee, agent, faculty/staff member, student, intern or volunteer of the SCHOOL either an officer, employee, agent, faculty/staff member, student, intern or volunteer of the COUNTY for any purpose whatsoever. Should the COUNTY report to the SCHOOL any violation of its rules and regulations or other inappropriate conduct by a SCHOOL student or faculty/staff member during or relating to clinical field experiences, the SCHOOL shall be responsible for determining any disciplinary action to be taken. However, the COUNTY maintains the right to prohibit any student or faculty/staff member from participating in the clinical field experiences offered by COUNTY as set forth in Subsection 2B of this Agreement, and such shall not be deemed to be discipline of non-COUNTY employees by the COUNTY.

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

SECTION 5. INSURANCE

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

B. The SCHOOL shall, at no cost to COUNTY, maintain, and require and assure that each student maintains, in effect at all times during the life of this Agreement EMT/Paramedic Errors &

Omissions Liability insurance coverage, or similar Medical Malpractice Liability insurance coverage, at a limit of liability not less than \$1,000,000 per occurrence \$2,000,000 annual aggregate. This coverage shall be provided on a primary basis. The student coverage may be maintained by the SCHOOL on behalf of each student. For policies written on a "Claims-Made" basis, SCHOOL warrants the Retroactive Date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, SCHOOL shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve SCHOOL of the obligation to provide replacement coverage.

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

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

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

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

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

SECTION 6. LIABILITY AND INDEMNIFICATION

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

The SCHOOL assumes full responsibility for the acts and omissions of its agents, employees, officers, faculty/staff members and/or students in connection with this Agreement; and the COUNTY shall not be deemed to assume any liability for such. The SCHOOL shall protect, defend, reimburse, indemnify, release and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expenses, loss, cost, damages or causes of action of every kind or character, arising during and as a result of the performance or participation under the terms of this Agreement by the SCHOOL, its agents, employees, officers, faculty/staff members, 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 other confidential information; or otherwise arising from the acts or omissions of the SCHOOL, its agents, employees, officers, faculty/staff members, and/or students.

SECTION 7. NOTICE OF SUIT

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

SECTION 8. PREPARATION OF REPORTS

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

SECTION 9. RECORDS, ACCESS AND AUDITS

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

The SCHOOL shall maintain all records associated with this Agreement for a minimum of five (5) years after the completion or termination of this Agreement. The SCHOOL shall provide COUNTY with access to all such records for the purpose of inspection or audit during normal business hours, and with copies of such records upon request at no cost. The SCHOOL shall comply with all 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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 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 SCHOOL warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all individuals shall be treated equally 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 with respect to any activity conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, the SCHOOL 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 SCHOOL 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 SCHOOL retaliate against any person for reporting instances of such discrimination. The SCHOOL 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 SCHOOL 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. SCHOOL shall include this language in its subcontracts.

SECTION 11. CONFLICT OF INTEREST

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

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

SECTION 12. SUCCESSORS AND ASSIGNS

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

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of COUNTY. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens, employees or students of the COUNTY and/or SCHOOL.

SECTION 13. LICENSES AND APPROVALS

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

SECTION 14. REMEDIES

This Agreement shall be governed by and interpreted according to 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:

- a) 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

- b) As to SCHOOL:
Barry University, Inc.
11300 Northeast 2nd Avenue
Miami, Florida 33161
Attn: Dr. Marco Torres

Any party may from time to time change the address to which notice under this Agreement shall be given to such party, upon three (3) days prior written notice to the other party.

SECTION 16. NO WAIVER

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

SECTION 17. AVAILABILITY OF FUNDS

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

SECTION 18. ARREARS

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

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

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

SECTION 20. CAPTIONS

The caption and section designations herein set forth are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

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 on February 11, 2023, and shall remain in effect through February 10, 2028. 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, PHI or other confidential information, claims, indemnification and legal proceedings, shall survive the expiration or earlier termination of this Agreement.

SECTION 25. INCORPORATION OF FACTS

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

SECTION 26. ENTIRETY OF CONTRACTUAL AGREEMENT

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

SECTION 27. CONFLICT RESOLUTION

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

SECTION 28. CRIMINAL HISTORY RECORDS CHECK

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

SECTION 29. EMPLOYEE CLAIMS, BENEFITS, ETC.

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

SECTION 30. E-VERIFY – EMPLOYMENT ELIGIBILITY

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it is registered with the E-Verify System (E-Verify.gov), and uses, and shall continue to use, the E-Verify System to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

SECTION 31. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the SCHOOL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

SECTION 32. SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the SCHOOL certifies that it, its affiliates, suppliers, subcontractors

and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if SCHOOL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the SCHOOL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by SCHOOL, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

SECTION 33. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the SCHOOL: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the SCHOOL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The SCHOOL 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 SCHOOL 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 contract term and following completion of the Agreement, if the SCHOOL does not transfer the records to the public agency.
- D. Upon completion of the Agreement the SCHOOL shall transfer, at no cost to the COUNTY, all public records in possession of the SCHOOL 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 SCHOOL transfers all public records to the COUNTY upon completion of the Agreement, the SCHOOL shall destroy any duplicate public records that are exempt, or confidential

and exempt from public records disclosure requirements. If the SCHOOL keeps and maintains public records upon completion of the Agreement, the SCHOOL shall meet all applicable requirements for retaining public records. All records stored electronically by the SCHOOL 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 SCHOOL 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. SCHOOL 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 SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'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.

[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 OF THE
CIRCUIT COURT & COMPTROLLER

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

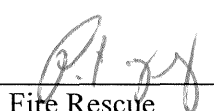
By: _____
Deputy Clerk

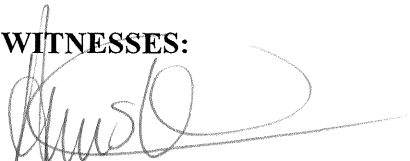
By: _____
Gregg K. Weiss, Mayor

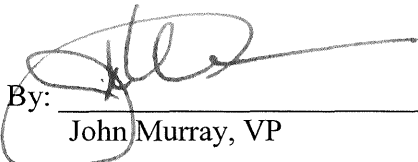
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Fire Rescue

WITNESSES:

(Signature)
Anoush McNamee
Name (print or type)

BARRY UNIVERSITY, INC.

By: _____
John Murray, VP


(Signature)
Tiffani Malvin
Name (print or type)

**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 "Participant/Observer"), and the Participant/Observer's parent/legal guardian on his or her own behalf and on behalf of the Participant/Observer if the Participant/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 and at emergency scenes (hereinafter referred to singularly and collectively as "Ride Time Experiences"), the Participant/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 Participant/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 Participant/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 Participant/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 Participant/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 Participant/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 Participant/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 Participant/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 Participant/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 Participant/Observer's presence on County premises or at an emergency scene. The Participant/Observer acknowledges and agrees that the nature of fire-rescue services, including emergency medical services, fire protection services, and related services, may expose the Participant/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 Participant/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 Participant/Observer is participating in Ride Time Experiences or present on County premises or at an emergency scene, whether caused by the County, the Participant/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 Participant/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 Participant/Observer, or the Participant/Observer's parent/legal guardian on his or her own behalf and on behalf of the Participant/Observer if the Participant/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.

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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.

PARTICIPANT/OBSERVER

Witness: _____

Signature

Witness: _____

Name

Address

PARENT/LEGAL GUARDIAN ALSO REQUIRED IF PARTICIPANT/OBSERVER IS UNEMANCIPATED MINOR

Witness: _____

Signature

Witness: _____

Name

Address

Revised: 04/2022; PPM FR-A-204 A

**Palm Beach County Fire Rescue
Health Insurance Portability and Accountability Act (HIPAA)
Confidentiality and Training Acknowledgment Agreement
(Ride Time Participants/Observers)**

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

As a ride time participant/observer, I understand that PBCFR provides medical and other services to patients that are private and confidential and that I must respect the privacy rights of patients. I understand that patients’ personal 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 PBCFR during and after my ride time. I shall not receive, use, retain, copy, or disclose any patient information for any purpose or to any person or entity, except as authorized by, or to, PBCFR as part of my ride time experiences, or otherwise as approved by the PBCFR HIPAA Compliance Officer, or as required by law. I specifically acknowledge that this prohibition on disclosure of patient information includes to my school or employer, unless such disclosure is approved by the PBCFR HIPAA Compliance Officer and all information has been 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 PBCFR HIPAA Compliance Officer and return the information to said 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 ride time privileges with PBCFR.

I acknowledge that I have reviewed and received training in, and I understand and shall comply with, the patient confidentiality policies and requirements of PBCFR and the Health Insurance Portability and Accountability Act. I agree to comply with all such policies and requirements, and any directions from PBCFR, or be subject to revocation of my ride time privileges or any other membership or association with PBCFR.

Signature: _____ **Date:** _____

Name (Printed): _____

Affiliation: _____
(Name of EMT/Paramedic school or Public Safety employer, as applicable)

Revised: 04/2022; PPM FR-A-204 B