

**HEALTH CARE AGENCY
AFFILIATION AGREEMENT**

THIS AGREEMENT is entered into on the 1st day of August, 2019,
by and between:

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA** a political subdivision of the State of
Florida, hereinafter referred to as "COLLEGE,"

and

CITY OF POMPANO BEACH, FLORIDA, a municipal
corporation of the State of Florida, with offices located at 100 West
Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to
as "HEALTH CARE AGENCY."

WHEREAS, the COLLEGE desires that students enrolled in its health related programs
as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH
CARE AGENCY; and

WHEREAS, the HEALTH CARE AGENCY is offering to provide the necessary facilities
for said clinical experience in recognition of the need to educate health-related personnel.

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

1. The education of the student shall be the only purpose of the program. The program
is identified as Exhibit "A", which is attached hereto and incorporated herein.
2. Both parties agree not to discriminate against any student, in any manner
whatsoever, on account of race, creed, color, sex, age, national origin, or mental or physical
handicap.
3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as
determined by mutual consultation and to make available, as practical, facilities to the COLLEGE
in order to provide necessary clinical experience as part of the program including, but not limited
to, riding with HEALTH CARE AGENCY'S Fire Rescue Units. The COLLEGE shall be
responsible for the classroom instructional curriculum, maintenance of permanent records, all
educational experiences and evaluation of programs through an employed instructor.



4. The HEALTH CARE AGENCY agrees to make available emergency medical treatment, when such facilities exist, for minor injuries incurred by students or acute illness while at the HEALTH CARE AGENCY for clinical experience, and without cost for any services that may be also provided by the HEALTH CARE AGENCY to the student. Treatment for minor injuries will be rendered by the paramedic on duty. The HEALTH CARE AGENCY is not responsible for charges made to the student by any private physician or hospital that provides treatment to the student.

5. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program.

6. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure college personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students, and shall designate a person or persons to act as liaison with the COLLEGE and students.

7. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable for the reasons of health, performance, or any other reasonable and legally permissible cause shall be withdrawn from the HEALTH CARE AGENCY's program. COLLEGE agrees that it shall only provide students for the program that meet the minimum requirements for state certification for paramedics and fire fighters and shall obtain a criminal background check from FDLE for each student to verify the suitability of participants with regard to such requirements.

8. The COLLEGE is not a HEALTH CARE AGENCY and does not provide health care. The HEALTH CARE AGENCY is responsible for all health care rendered by its employed personnel and in the providing of this care the COLLEGE's Program Director, faculty, and students are not employees and providers of health care. Such health care is the responsibility of the HEALTH CARE AGENCY's employed personnel. Any procedures and services rendered by students under supervision of the College's Program Director and faculty in cooperation with the Health Care Agencies' employed personnel shall be deemed to be the responsibility of the HEALTH CARE AGENCY.

9. The parties are political subdivisions of the State of Florida and nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity or any limits established by Section 768.28, Florida Statutes. Each party hereto agrees to be fully responsible for the acts and omissions of its officials, employees, and agents to the extent permitted by law. Nothing herein constitutes or shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. This provision shall survive the expiration or early termination of this Agreement.

Each party agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political



subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Student participants in the program shall sign a Hold Harmless Agreement, holding the HEALTH CARE AGENCY harmless for any injuries or damages students may sustain as a result of their participation in the program approved by HEALTH CARE AGENCY, prior to their participation in the program, with a copy of same provided to HEALTH CARE AGENCY.

10. Professional liability insurance coverage for the students and the Certified Instructors in the minimum amount of \$1,000,000 with the HEALTH CARE AGENCY named as an additional insured, will be provided by the COLLEGE or obtained individually by each participant. A Certificate of Insurance will be sent yearly to the HEALTH CARE AGENCY's Risk Manager evidencing this coverage has been obtained.

11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.

12. The COLLEGE Program Director shall recommend appointment of affiliate faculty. The COLLEGE Program Director shall advise affiliate faculty regarding course content, objectives, student evaluation criteria and procedures. Affiliate faculty are responsible to the Program Director for the supervision of students in the program. This agreement does not create an employee/employer relationship between the HEALTH CARE AGENCY and the COLLEGE faculty and no expectation or right of continued employment.

13. The COLLEGE and its agents, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the HEALTH CARE AGENCY and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the HEALTH CARE AGENCY. The COLLEGE will train all students related to HIPAA compliance prior to enrollment in any clinical course.

COLLEGE agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 162 (collectively, the "Regulations"). COLLEGE shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. The COLLEGE



will implement appropriate safeguards to prevent the use of disclosure of Protected Health Information other than as contemplated by this Agreement.

14. The term of this Agreement shall be for the period of five (5) years commencing upon execution by both parties, except that either party may terminate this Agreement by giving ninety (90) days written notice (certified mail to the other party). The HEALTH CARE AGENCY and COLLEGE shall have the option to renew this Agreement for an additional five (5) year term upon the written consent of both parties, provided the HEALTH CARE AGENCY provides written notice of its intention to renew within ninety (90) days of the termination date of this Agreement. EXCEPT THAT the clinical or observation experience and this Agreement shall continue to be effective for the purpose of permitting Program Students in the midst of a clinical or observation experience to complete the clinical or observation experience, except for cancellation due to emergency or other health and public safety reason.

15. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

16. Public Records.

A. The parties are subject to Chapter 119, Florida Statutes. They shall comply with Florida's Public Records Law, as amended. Specifically, they shall:

1. Keep and maintain public records required to perform the service.
2. Upon request from a party's custodian of public records, provide the requesting party with a copy of 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, Florida Statutes or as otherwise provided by law.
3. 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 contract.

4. Upon completion of the contract, transfer, at no cost all public records in its possession, or keep and maintain public records required to perform the service. If a party transfers all public records upon completion of the contract, the transferring party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If a party keeps and maintains public records upon completion of the contract, the party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the requesting party, upon request from the requesting party's custodian of public records in a format that is compatible with the information technology systems of the requesting party.

B. Failure of a party to provide the above described public records within a reasonable time may subject it to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**HEALTH CARE AGENCY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

17. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

18. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the HEALTH CARE AGENCY's Contract Administrator shall be Frank Galgano and the COLLEGE's Contract



Administrator shall be Rafael Sean Govin (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to COLLEGE: Belinda Mouradian
1000 Coconut Creek Blvd
Coconut Creek, FL 33066
Office: (954) 201-2083
Email: bmouradi@broward.edu

If to HEALTH CARE AGENCY: Frank Galgano, Contract Administrator
120 SW 3rd Street
Pompano Beach, FL 33060
Office: (954) 786-4564
Email: frank.galgano@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
1190 NE 3rd Avenue
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

19. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

20. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

21. No Discrimination. During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, and marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Program.

22. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.



Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“HEALTH CARE AGENCY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as CITY Manager and **ASCELETA HAMMOND** as CITY Clerk of the CITY of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"COLLEGE":

Witnesses:

**THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA**

Amack
Beulah

By:

J. P. Nasse
Dr. Jeff Nasse, Interim Vice Provost

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of May, 2019 by Dr. Jeff Nasse, as Interim Vice Provost of **THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA** who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Chaya Sara Lichy
Name of Acknowledger Typed, Printed or Stamped

FF987828
Commission Number



Chaya Sara Lichy
Commission # FF987828
Expires: May 1, 2020
Bonded thru Aaron Notary

AFFILIATION AGREEMENT EXHIBIT “A”

References to program or programs refer to EMT and Paramedic Programs.

EMS Continuing Education classes

The COLLEGE will provide EMS training classes for the AGENCY each year of the contract period. Class themes, and EMS training activity will be mutually agreed upon between the COLLEGE and the AGENCY, the Assistant Chief of EMS, or designee. Class themes and activity will be coordinated in advance of the incoming calendar training year.

The COLLEGE agrees to provide up to 27 hours of live instructional EMS education per year. EMS classes must be current and designed to enhance the scientific knowledge of direct patient care, develop and maintain technical skills, and keep abreast of changes in medical practice and technology.

All classes must contain:

- Agenda
- Course Roster
- Objectives
- Proof of course completion with contact hours displayed on completion letter or certificate

