



City of Pembroke Pines

**FIRST AMENDMENT TO HEALTCARE (NURSING) SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CROSS COUNTRY STAFFING, INC.**

**THIS AMENDMENT (“First Amendment”)**, dated \_\_\_\_\_, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**CROSS COUNTRY STAFFING, INC.**, a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5201 Congress Avenue, Suite #160, Boca Raton, FL 33487**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **January 23, 2024**, the Parties entered into an Agreement (“Original Agreement”) for the provision of nursing services to the CITY’s Charter Schools for an initial period, expiring on **June 30, 2026**; and,

**WHEREAS**, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2)** additional, **one (1) year** periods pursuant to written amendments to the Original Agreement extending the term thereof; and,

**WHEREAS**, CONTRACTOR has requested a three percent (3%) increase to the compensation rates under the Original Agreement, adjusting the hourly rate for Registered Nurse services from \$50.50 to \$52.00 and for Licensed Practical Nurse services from \$45.75 to \$47.00; and,

**WHEREAS**, the Parties desire to increase the hourly rates and to renew the term of the Original Agreement for an additional **one (1) year** period, commencing on **July 1, 2026**, and expiring on **June 30, 2027**, as set forth in this First Amendment.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:



*City of Pembroke Pines*

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement is hereby renewed for an additional **one (1) year** period, commencing on **July 1, 2026**, and expiring on **June 30, 2027**.

**SECTION 3.** Section 4.1.1 of the Original Agreement entitled Hourly Rates, is hereby revised and amended as set forth below:

4.1.1 Hourly Rates:

Position	Hourly Rate		Included
Registered Nurse ("RN")	\$52.00/hour	FIFTY-TWO DOLLARS AND ZERO CENTS per hour	The Hourly Rate for RN includes substitutes. The Hourly Rate for RN includes all travel and out-of-pocket expenses.
Licensed Practical Nurse ("LPN")	\$47.00/hour	FORTY-SEVEN DOLLARS AND ZERO CENTS per hour	The Hourly Rate for LPN includes substitutes. The Hourly Rate for LPN includes all travel and out-of-pocket expenses.

**SECTION 4. Scrutinized Companies.**

4.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.



**SECTION 5. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

**5.1 Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**5.2 Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by



the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 6. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 7. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 8. Human Trafficking.** Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 9. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the



*City of Pembroke Pines*

Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 10. Compliance with Foreign Entity Laws.** CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 11.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 12.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 13.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 14.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

**SECTION 15.** This First Amendment may be executed by hand or electronically in



*City of Pembroke Pines*

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multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND  
AFFIDAVIT OF COMPLIANCE WITH  
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:  
*Jacob G. Horowitz* \_\_\_\_\_  
A563A1DDEFD5417...

Print Name: Jacob G. Horowitz  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

\_\_\_\_\_  
GABRIEL FERNANDEZ, CITY CLERK

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

**CROSS COUNTRY STAFFING, INC.**

Signed By: <sup>Signed by:</sup> *Bessie Petroutsas* \_\_\_\_\_  
9601675C87EB4F0...

Date Signed: April 2, 2026

Printed Name: Bessie Petroutsas

Title: Corporate Counsel



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: April 2, 2026

ENTITY: **Cross Country Staffing, Inc.**

SIGNED BY: Signed by:  
*Bessie Petroutsas*  
9601675C87EB4F0... \_\_\_\_\_

NAME: Bessie Petroutsas

TITLE: Corporate Counsel



City of Pembroke Pines

**HEALTHCARE (NURSING) SERVICES AGREEMENT**

**THIS AGREEMENT ("Agreement")**, dated January 23, 2024, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**CROSS COUNTRY STAFFING, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **6551 Park of Commerce Blvd., Boca Raton, FL 33487** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the CITY operates a charter school system and requires the services of professional nurses to serve its student population; and,

**WHEREAS**, these are specialized and intricate areas of expertise requiring specific knowledge and skill; and,

**WHEREAS**, CONTRACTOR maintains all required licenses necessary to perform the services required by this Agreement; and,

**WHEREAS**, CONTRACTOR possesses specific knowledge, skills, abilities, experiences, and expertise in the required areas that would particularly benefit CITY; and,

**WHEREAS**, CONTRACTOR was included in the list of authorized bidders to provide nursing services to The School Board of Broward County, Florida pursuant to its Request for Proposals ("RFP") FY24-049 for Healthcare (Nursing) Services; and,

**WHEREAS**, the CITY procured pricing for the services herein required pursuant to CITY Code of Ordinances §35.18 (C)(7)(b), which provides that health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration are not subject to the competitive procurement requirement; and,

**WHEREAS**, the CITY has negotiated a scope of services with CONTRACTOR for the services herein required, which the CITY determines is fair, competitive, and reasonable; and,

**WHEREAS**, as such, CITY desires to engage CONTRACTOR to perform the services required herein for the CITY's Charter Schools.



*City of Pembroke Pines*

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1**  
**PREAMBLE**

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide professional, healthcare (nursing) services to CITY's Charter Schools, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, at the locations set forth here below (the "Properties"). CONTRACTOR agrees to do everything required by this Agreement.

2.1.1 CITY's Charter School Properties:

<b>School Campus</b>	<b>Property</b>	<b>Property Address</b>
FSU Campus	Pembroke Pines Charter FSU Elementary School	601 SW 172 <sup>nd</sup> Avenue, Pembroke Pines, FL 33029
East Campus	Pembroke Pines Charter East Elementary School	10801 Pembroke Road, Pembroke Pines, FL 33025
Central Campus (Elementary)	Pembroke Pines Charter Central Elementary School	12350 Sheridan Street, Pembroke Pines, FL 33026
Central Campus (Middle)	Pembroke Pines Charter Central Middle School	
West Campus (Elementary)	Pembroke Pines Charter West Elementary School	1680 SW 184 <sup>th</sup> Avenue, Pembroke Pines, FL 33029
West Campus (Middle)	Pembroke Pines Charter West Middle School	18501 Pembroke Road, Pembroke Pines, FL 33029
Academic Village Campus	Pembroke Pines Charter High – Middle School	17189-95 Sheridan Street, Pembroke Pines, FL 33331

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all services required under this Agreement shall be performed in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying



*City of Pembroke Pines*

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upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement and to provide copies of all state and local licenses to CITY. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.5 CONTRACTOR hereby agrees that it will abide by the professional and ethical guidelines established by its profession. Specifically, the Parties hereto agree and understand that CITY is utilizing the services of a Registered Nurse and/or Licensed Practical Nurse, licensed and insured under the laws of the State of Florida. CONTRACTOR's services are subject to State and Federal laws and guidelines, which may include but are not limited to Chapters 456, 464, and 483, Florida Statutes, as may be amended from time to time and the applicable requirements of the Florida Administrative Code. Should CONTRACTOR's license be suspended, revoked or subject to other discipline, CONTRACTOR must immediately notify CITY of such occurrence in writing, and CONTRACTOR shall have at its sole option the right to terminate this Agreement without penalty effective immediately.

2.6 **HIPAA Compliance.** CONTRACTOR agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). CONTRACTOR agrees not to use or further disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. CONTRACTOR will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR will promptly report to CITY any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which CONTRACTOR becomes aware. If CONTRACTOR contracts with any agents to whom CONTRACTOR provides PHI, CONTRACTOR will include provisions in such agreements whereby the CONTRACTOR and agent agree to the same restrictions and conditions that apply to CONTRACTOR with respect to uses and disclosures of PHI. CONTRACTOR will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. CONTRACTOR may de-identify any and all PHI for educational purposes created or received by CONTRACTOR under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E. To the extent that information has not been de-identified, CONTRACTOR will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, CONTRACTOR will continue to safeguard the PHI beyond the termination of this Agreement to the extent required for compliance with HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible. CONTRACTOR shall execute the Business Associate Agreement, attached hereto as **Exhibit "B"**



and by this reference incorporated herein.

2.7 CONTRACTOR agrees to comply with all requirements of Sections 1012.321, or 1012.465, Florida Statutes, and any and all of its personnel who (1) are to be permitted access to CITY grounds when students are present, (2) will have direct contact with students, or (3) have access or control of CITY funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes prior to commencing performance under this Agreement. The CONTRACTOR shall bear the cost of acquiring the background screening and shall submit evidence of compliance with this requirement. The Parties agree that the failure of the CONTRACTOR to perform any of the duties described in this section or to immediately notify CITY of any change of status of CONTRACTOR or its employees with respect to such background screening clearance shall constitute a material breach of this Agreement entitling CITY to terminate immediately with no further responsibilities or duties to perform under this Agreement. The CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting in the CONTRACTOR's failure to comply with the requirements of this Section or with Sections IO 12.32 and 1012.465, Florida Statutes.

2.8 CONTRACTOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.9 The relationship between CITY and CONTRACTOR created hereunder and the services to be provided by CONTRACTOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONTRACTOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONTRACTOR while CONTRACTOR is so engaged without first terminating such assignment. CONTRACTOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONTRACTOR hereunder.

2.10 CITY agrees to assist and cooperate with CONTRACTOR in the performance of this Agreement by providing CONTRACTOR with all necessary information required in the performance of CONTRACTOR's services hereunder.

2.11 **Education Records.**

2.11.1 Education records held by CITY may be disclosed to CONTRACTOR in so far as such records are necessary for CONTRACTOR to provide services pursuant to this Agreement and such services have a legitimate educational purpose pursuant to 20 USC § 1232 (g), the Family Educational Rights and Privacy Act (FERPA). All records created under this Agreement shall become the property of the CITY. CONTRACTOR shall be responsible for complying with all federal, state, and local regulations with respect to



educational, medical, and public records, including, but not limited to Chapter 119, Florida Statutes.

**2.11.2 Authorization for Disclosure of Education Records.** CONTRACTOR will obtain consent from each student's parent/guardian or student aged 18 or older, whose education records are to be shared prior to CITY disclosing or allowing CONTRACTOR to gain access to the education records required.

**2.11.3 Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

- 2.11.3.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g ("FERPA") and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2.11.3.2 Hold any education records in strict confidence and not use or disclose, except as required by this Agreement or as required or permitted by law unless the parent of each student or a student aged 18 or older whose education records are to be shared provides prior written consent for their release;
- 2.11.3.3 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to CITY upon request;
- 2.11.3.4 Safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 2.11.3.5 Utilize the education records solely for the purposes of providing services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 2.11.3.6 Notify CITY immediately upon discovery of a breach of confidentiality of education records by telephone and email pursuant to Section 18.6 herein, and shall take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;



- 2.11.3.7 Fully cooperate with appropriate CITY staff to resolve any privacy investigations and concerns in a timely manner;
- 2.11.3.8 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse CITY any direct costs incurred by CITY for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 2.11.3.9 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 2.11.3.10 Provide CITY with the name and contact information of its employee who shall serve as CONTRACTOR's primary security contact and shall be available to assist CITY in resolving obligations associated with a security breach of confidentiality of education records; and,
- 2.11.3.11 Securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the services as identified in **Exhibit "A"** and herein for an initial period commencing on **January 1, 2024**, and expiring on **June 30, 2026**.

3.2 This Agreement may be renewed for **two (2), additional, one (1) year terms** upon mutual consent, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month-to-month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon **thirty (30) calendar days** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONTRACTOR of written notice of such neglect or failure.



City of Pembroke Pines

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a weekly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONTRACTOR for all services performed by CONTRACTOR at the hourly rates set forth here below:

4.1.1 Hourly Rates:

<b>Position</b>	<b>Hourly Rate</b>		<b>Included</b>
<b>Registered Nurse ("RN")</b>	<b>\$50.50/hour</b>	<b>FIFTY DOLLARS AND FIFTY CENTS per hour</b>	The Hourly Rate for RN includes substitutes. The Hourly Rate for RN includes all travel and out-of-pocket expenses.
<b>Licensed Practical Nurse ("LPN")</b>	<b>\$45.75/hour</b>	<b>FORTY-FIVE DOLLARS AND SEVENTY- FIVE CENTS per hour</b>	The Hourly Rate for LPN includes substitutes. The Hourly Rate for LPN includes all travel and out-of-pocket expenses.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall, within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Charter School Principal or his or her assignees. Payment will be made to CONTRACTOR at:

**Cross Country Staffing, Inc.**  
**P.O. Box 840292**  
**Dallas, TX 75284-0292**

**ARTICLE 5**  
**CHANGES TO SCOPE OF SERVICES AND ADDITIONAL SERVICES**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"** to be provided pursuant to this Agreement as described in Article 2. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the



*City of Pembroke Pines*

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CITY's Code of Ordinances, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra services.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of work CONTRACTOR shall continue to provide services, however, in no event will CONTRACTOR be compensated for any services which have not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

## **ARTICLE 6** **INDEMNIFICATION**

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONTRACTOR.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 7** **INSURANCE**

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms



*City of Pembroke Pines*

must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines , nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on a claims made basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000



City of Pembroke Pines

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-claim limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓  7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- ✓  7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents, or broader language.



City of Pembroke Pines

Yes No

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7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

7.6.4 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

7.6.5 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



City of Pembroke Pines

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## ARTICLE 8

### **NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## ARTICLE 9

### **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that CONTRACTOR is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## ARTICLE 10

### **AGREEMENT SUBJECT TO FUNDING**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to



City of Pembroke Pines

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termination based on lack of funding.

**ARTICLE 11**  
**UNCONTROLLABLE FORCES**

Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 12**  
**GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

**ARTICLE 13**  
**SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

**ARTICLE 14**  
**DEFAULT OF CONTRACT & REMEDIES**

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Services.** If, in the judgment of CITY, services provided by CONTRACTOR do not conform to the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform



in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of services.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Charter School Principal relative thereto.

14.3.2 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other Party in a manner not expressly permitted hereunder.

14.3.4 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.



*City of Pembroke Pines*

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14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR with the costs incident thereto to such default.

14.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

**ARTICLE 15**  
**BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

**ARTICLE 16**  
**DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance, or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

**ARTICLE 17**  
**PUBLIC RECORDS**

17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;



*City of Pembroke Pines*

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17.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 18  
SCRUTINIZED COMPANIES**

18.1 CONTRACTOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:



City of Pembroke Pines

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18.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

18.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 19**  
**EMPLOYMENT ELIGIBILITY**

19.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

19.1.1 **Definitions for this Section.**

19.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

19.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

19.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

19.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

19.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

19.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by



*City of Pembroke Pines*

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Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

19.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 20**  
**FEDERAL REQUIREMENTS**

Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Contract. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

20.1 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

20.1.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

20.1.1.1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.



20.1.1.2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

20.1.1.3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

20.1.1.4. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

20.1.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

20.1.1.6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

20.1.1.7. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



City of Pembroke Pines

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20.1.1.8. CONTRACTOR will include the provisions of paragraphs (20.1.1.1) through (20.1.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

20.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

20.3 **Copeland “Anti-Kickback” Act.** CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

20.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

20.4.1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

20.4.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any



*City of Pembroke Pines*

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violation of the clause set forth in paragraph (20.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (20.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (20.4.1) of this section.

20.4.3. **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (20.4.2) of this section.

20.4.4. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (20.4.1) through (20.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (20.4.1) through (20.4.4) of this section.”

20.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended ( 33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20.5.1 **Clean Air Act.**

20.5.1.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

20.5.1.2 CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



20.5.1.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20.5.2 **Federal Water Pollution Control Act.**

20.5.2.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

20.5.2.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

20.5.2.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20.6 **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

20.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

20.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

20.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."



20.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

20.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

20.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

20.11 **Rights to Inventions.** Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

20.12 **No Obligation by the Federal Government.**

20.12.1 Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

20.12.2 CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

20.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.



20.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Contract.

## **ARTICLE 21** **MISCELLANEOUS**

21.1 **Ownership of Documents.** Any and all reports, photographs, surveys, documents, materials, or other work created by CONTRACTOR in connection with performing the services governed herein will be owned by CITY and will be deemed works for hire; if the services governed herein are determined not to be a work for hire, CONTRACTOR hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, will become the property of CITY and must be delivered within five (5) calendar days after termination of this Agreement.

21.2 **Legal Representation.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

21.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

21.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

21.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this



*City of Pembroke Pines*

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provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

21.6 **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4<sup>th</sup> Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

CONTRACTOR **Damon Holland, Regional Director**  
**Cross Country Staffing, Inc.**  
**6551 Park of Commerce Blvd.**  
**Boca Raton, FL 33487**  
**Telephone No: (813) 262-2648**  
**E-mail: [DHolland@crosscountry.com](mailto:DHolland@crosscountry.com)**

21.7 **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

21.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

21.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

21.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall



*City of Pembroke Pines*

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have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21.11 **Extent of Agreement; Conflicts.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall govern and prevail, followed by **Exhibit "A"**, and **Exhibit "B"**.

21.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

21.13 **Attorneys' Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

21.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

21.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

21.16 **Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, CITY, state, and federal agencies as applicable.

21.17 **No Third-Party Beneficiaries.** The services to be performed by the CONTRACTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONTRACTOR's performance of its services hereunder, and no right to assert a claim against the CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third Party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

25.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check**.



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz

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Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

BY: Frank C. Ortis for:

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham

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MARLENE D. GRAHAM, CITY CLERK

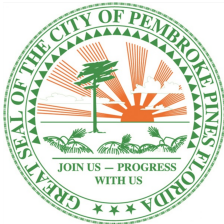
BY: Charles F. Dodge

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CHARLES F. DODGE, CITY MANAGER

DS

January 23, 2024



CONTRACTOR:

CROSS COUNTRY STAFFING, INC.

DocuSigned by:

Signed By: Bessie Petroutsas

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Printed Name: Bessie Petroutsas

Title: Corporate Counsel



*City of Pembroke Pines*

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**HEALTHCARE (NURSING) SERVICES AGREEMENT  
EXHIBIT "A"**

**SCOPE OF SERVICES AND RESPONSIBILITIES**

The CONSULTANT shall provide professional healthcare (nursing) services, including but not limited to evaluation of students, consultation with parents and staff, scoring and interpretation of results, preparing written reports to the CITY, or other services which may otherwise be required.

**HEALTHCARE (NURSING) SERVICES AGREEMENT  
EXHIBIT "B"**

**HIPAA BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")**

To the extent that the **City of Pembroke Pines** ("Covered Entity") discloses Protected Health Information ("PHI") to **Cross Country Staffing, Inc.** ("Business Associate") (Covered Entity and Business Associate are each a "Party" and together are the "Parties") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and to the extent applicable the Florida Information Protection Act (Section 501.171, Florida Statutes):

**1. Definitions**

(a) Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, herein and shall mean the individual or entity identified above as the Business Associate.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR Part 160.103, herein and shall mean the individual or entity identified above as the Covered Entity.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) The following terms used herein shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

(e) The following terms used herein shall have the same meaning as those terms defined in the Florida Information Protection Act, Section 501.171, Florida Statutes: "customer records", "personal information", and "third-party agent". All terms that may be defined in multiple laws, i.e. HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.

(f) A citation in this Agreement to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time.

## 2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required pursuant to the Healthcare (Nursing) Services Agreement, any other related agreement executed by the parties hereto, and by this BA Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided by the Healthcare (Nursing) Services Agreement, any other related agreement executed by the parties hereto, or this BA Agreement.

(c) Business Associate agrees to report to Covered Entity within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by the Healthcare (Nursing) Services Agreement, any other related agreement executed by the parties hereto, or this BA Agreement, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by Section 501.171, Florida Statutes, if applicable.

(d) In accordance with 45 CFR Part 164.502(e)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

(e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.

(g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) herein, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

(k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) calendar days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either Party, of a use or Disclosure of Protected Health Information in violation of this BA Agreement.

(m) Business Associate agrees to indemnify, insure, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of

any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

(n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

(1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

(2) ensure that any agent or Subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and

(3) that all PHI or EPHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or EPHI; and

(4) that any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors' access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity, or no later than the third business day after the personnel change becomes effective; and

(5) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2(c) herein.

(6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).

(o) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall neither directly nor indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(q) Covered Entity delegates to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost

and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and the Florida Information Protection Act (Section 501.171, Florida Statutes). Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

(1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

(3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each Party agrees that, if it knows of a pattern of activity or practice of the other Party that constitutes a material Breach or violation of the other Party's obligation herein, the non-breaching Party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

(s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy may be provided upon request by the Business Associate). Any use or disclosure permitted by this BA Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted

uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

### **3. Permitted Uses and Disclosures of Protected Health Information by Business Associate**

(a) General Use and Disclosure Provisions. Except as otherwise limited herein, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as more particularly described by the Healthcare (Nursing) Services Agreement and any other related agreement executed by the parties hereto, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

(b) Specific Use and Disclosure Provisions.

(1) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

(2) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:

(i) the Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.

(4) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR 164.514 (a)-(c).

(c) Withdrawal of Authorization. If the use or disclosure of PHI as provided herein is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

#### 4. **Term, Survival and Termination**

(a) Term. The term of this BA Agreement shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any related agreement with Business Associate if Business Associate does not cure the Breach or end the violation within fourteen (14) calendar days.

(c) Effect of Termination.

(1) Except as provided below in section 4(c)(2) herein, upon termination of this BA Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) If Business Associate needs to retain Protected Health Information after termination Business Associate shall:

(i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;

(iv) not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BA Agreement, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. Business Associate's obligations as described herein shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

## **5. Interpretation and Amendment of this BA Agreement**

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

## **6. Notices**

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt

requested, or sent by facsimile (if confirmed), to the address set forth below. Each Party may change its address for purposes of this BA agreement by written notice to the other Party.

Covered Entity: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4<sup>th</sup> Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Business Associate: Damon Holland, Regional Director  
Cross Country Staffing, Inc.  
6551 Park of Commerce Blvd.  
Boca Raton, FL 33487  
Telephone No.: (813) 262-2648  
E-Mail: [DHolland@crosscountry.com](mailto:DHolland@crosscountry.com)

## 7. Florida Information Protection Act

Business Associate agrees and understands that to the extent that the services and/or goods provided under the BA Agreement consist, at least in part, of “customer records” that contain “personal information,” as defined in the Florida Information Protection Act, Section 501.171, Florida Statutes (the “Act”). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict. If customer records in Business Associate’s possession are breached in the manner set forth in the Act, Business Associate shall immediately notify Covered Entity as indicated herein, and Business Associate shall work with Covered Entity as required by the Act to assist in any of the following actions:

(a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Covered Entity;

(b) Provide notice to any and all consumers whose personal information has been breached;

(c) Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

(d) Ensure that Business Associate’s third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of Covered Entity who experience a breach notify Covered Entity immediately, and work with Business Associate and Covered Entity as outlined in this section of the Addendum.

**8. Miscellaneous**

(a) **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.

(b) **Assignment of Rights and Delegation of Duties.** This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

(c) **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:

Business Associate:

**City of Pembroke Pines**

**Cross Country Staffing, Inc.**

By: DocuSigned by: Charles F. Dodge  
47B966ECFDAD4AC...

Signed By: DocuSigned by: Bessie Petroutsas  
9601675C87EB4F0...

CHARLES F. DODGE,  
City Manager

Printed Name: Bessie Petroutsas  
Corporate Counsel

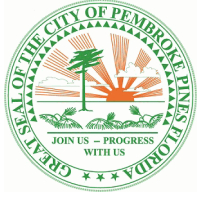
Date: January 23, 2024

Date: 1/4/2024

APPROVED AS TO FORM:

DocuSigned by: Jacob Horowitz  
A563A1DDEFD5417...

Print Name: Jacob Horowitz  
OFFICE OF THE CITY ATTORNEY



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 8.

**File ID:** 23-0806

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 10/24/2023

**Short Title:** Charter School Nursing Services Agreement with  
Cross Country Staffing

**Final Action:** 01/17/2024

**Title:** MOTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR NURSING SERVICES AT THE CITY OF PEMBROKE PINES CHARTER SCHOOLS ON AN AS-NEEDED BASIS UTILIZING PRICING ESTABLISHED BY THE SCHOOL BOARD OF BROWARD COUNTY CONTRACT # FY-24-049 "HEALTHCARE (NURSING) SERVICES" IN AN ESTIMATED ANNUAL AMOUNT OF \$245,145.91, PURSUANT TO SECTION 35.18(C)(7)(B) OF THE CITY'S CODE ORDINANCES.

**\*Agenda Date:** 01/17/2024

**Agenda Number:** 8.

**Internal Notes:**

**Attachments:** 1. Cross Country Staffing, Inc. Agreement (Vendor Executed), 2. The School Board of Broward County & Cross Country Staffing, Inc. Agreement

**Related Files:**

1 City Commission 01/17/2024 approve Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo

Nay: - 0

**PROCUREMENT PROCESS TAKEN:**

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

Agenda Request Form Continued (23-0806)

- **Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**
- **Section 35.18(C)(7)(b) of the City's Code of Ordinances, "Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration;**
- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**
- **Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."**
- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The City of Pembroke Pines requires all schools to provide trained personnel to tend to the medical needs of students.
2. On November 1, 2017, the City Commission approved the Professional Services Agreement with Cross Country Staffing, Inc. to provide Nursing Services for the City's Charter Schools for an initial two (2) year period through July 31, 2019. The agreement had two (2) additional, two (2) year renewal terms, which expired on July 31, 2023. The agreement was subsequently extended for a 180-day extension period for the Schools to secure a new contract for these services.
3. On March 30, 2023, the School Board of Broward County advertised RFP # FY24-049 "Healthcare (Nursing) Services" and on June 15, 2023 awarded a pool of six (6) vendors to be used on an as-needed basis with the purpose of securing available nurses for each school. Each contract included various positions and services at different contracted rates. The City of Pembroke Pines Charter Schools typically utilize Registered Nurses (RN) and Licensed Practical Nurses (LPN) positions. Below is a summary of the contracted rates for these services from the six awarded vendors (in order from lowest to highest price):

Vendor	RN	RN	LPN	LPN	Grand Total
	Hourly Rate	Extended Amount	Hourly Rate	Extended Amount	
Cross Country Staffing	\$50.50	<b>\$107,274.63</b>	\$45.75	<b>\$137,871.29</b>	<b>\$245,145.91</b>
Broward Childrens Center, Inc.	\$55.00	<b>\$116,833.75</b>	\$50.00	<b>\$150,679.00</b>	<b>\$267,512.75</b>
EDU Healthcare, LLC	\$57.00	<b>\$121,082.25</b>	\$54.00	<b>\$162,733.32</b>	<b>\$283,815.57</b>
Ro Health, LLC	\$57.25	<b>\$121,613.31</b>	\$54.25	<b>\$163,486.72</b>	<b>\$285,100.03</b>
Sierra Lifecare, Inc.	\$58.00	<b>\$123,206.50</b>	\$55.00	<b>\$165,746.90</b>	<b>\$288,953.40</b>
Team Select Home Care	\$58.00	<b>\$123,206.50</b>	\$55.00	<b>\$165,746.90</b>	<b>\$288,953.40</b>

**Agenda Request Form Continued (23-0806)**

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Estimated Annual Hours	2,124.25	3,013.58
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4. After reviewing each vendor’s proposal, the City chose to continue utilizing the lowest bidder, Cross Country Staffing, Inc., to serve on an as-needed basis.

5. Cross Country Staffing, Inc., has agreed to extend the rates offered in the School Board of Broward County contract # FY24-049 “Healthcare (Nursing) Services”, to the City of Pembroke Pines Charter Schools in a new professional services agreement with an initial period commencing on January 1, 2024, and expiring on June 30, 2026, along with an option to renew for two (2) additional, one (1) year terms.

6. Request City Commission to approve the professional services agreement with Cross Country Staffing, Inc. for nursing services at the City of Pembroke Pines Charter Schools on an as-needed basis utilizing pricing established by the School Board of Broward County contract # FY24-049 “Healthcare (Nursing) Services” in an estimated annual amount of \$245,145.91.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** Estimated annual amount of \$245,145.91. However, please note that while the hourly costs shall remain firm, the estimated number of hours may fluctuate up or down depending on the needs of the Charter School student population, as additional nurses are needed when additional students that are enrolled with chronic health conditions and/or disabilities or whom it has been determined that these services are necessary in order to access and benefit from a school-based educational program.

**b) Amount budgeted for this item in Account No:** Funds for this expense are budgeted within the Charter School Accounts under Object Code # 531310 (Professional Services - Technical Services).

**c) Source of funding for difference, if not fully budgeted:** The need for health care services can fluctuate throughout the school year, based upon the health needs of the charter school student population. A budget adjustment will be processed from the charter school operating accounts if additional funding is needed.

**d) 5-year projection of the operational cost of the project:** The agreement is for an initial period from January 1, 2024, through June 30, 2026, and has an option to renew for two (2) additional, one (1) year terms.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues					
Expenditures		\$245,145.91	\$245,145.91	\$245,145.91	
Net Cost	\$245,145.91	\$245,145.91	\$245,145.91		

**e) Detail of additional staff requirements:** Not applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

Agenda Request Form Continued (23-0806)

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- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Willis Towers Watson Southeast, Inc.	<b>NAMED INSURED</b> Cross Country Healthcare, Inc. * See Attachment for Full List * 6551 Park of Commerce Blvd., NW Boca Raton, FL 33487	
<b>POLICY NUMBER</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>CARRIER</b>            See Page 1         </td> <td style="width: 50%; vertical-align: top;"> <b>NAIC CODE</b>            See Page 1         </td> </tr> </table>		<b>CARRIER</b> See Page 1
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

ADDITIONAL INSURED STATUS IS GRANTED ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES IF REQUIRED BY CONTRACT.  
 SEXUAL ABUSE AND MOLESTATION COVERAGE IS UNDER THE General Liability POLICY.

INSURER AFFORDING COVERAGE: Travelers Indemnity Company

NAIC#: 25658

POLICY NUMBER: UB-0X771304-23-51-R

EFF DATE: 09/30/2023

EXP DATE: 09/30/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers Liability Per Statute - (AZ, MA, WI)	E.L. Each Accident E.L. Disease- EA Empl E.L. Disease-POL Lim	\$1,000,000 \$1,000,000 \$1,000,000

<b>Entity</b>
Cross Country Healthcare Inc.
Assignment America, LLC d/b/a: Cross Country Nurses Local, CRU48 Local, Cross Country Allied Local, Cross Country Medical Staffing Network, Advantage RN Local Staffing
Cejka search, LLC d/b/a: Cross Country search, Cejka Search
Credent Verification and Licensing Services, LLC
Cross Country Staffing Inc. d/b/a Cross Country Healthcare Services; CRU48; MDA Holdings, Inc.
Intellify Talent Solutions, LLC
Medical Doctor Associates, LLC dba Cross Country Locums
Medical Doctor Associates,LLc dba Mint Medical Physician Staffing: Lotus Medical Staffing
New Medican II, LLC d/b/a Cross Country Education
OWS, LLC d/b/a: OWS, LLC (Delaware), OWS Solutions, Selected, HireUp Leadership
Travel Staff, LLC d/b/a: Cross Country Nurses, CRU48 Travel, Cross Country Allied, Advantage RN; Travel Staff of Boca Raton, Travel Staff of Tampa, Travel Staff of Naperville, Cross Country Education Travel
Assignment America, LLC dba Assignment America of Boca Raton; Assignment America of Tampa; Assignment America of Naperville
Assignment America, LLC dba Cross Country Workforce Solutions Group; Talent Strategies, Inc.; Health Talent Strategies, Inc.; Workforce Solutions Group, Inc.
Cross Country DAS, Inc.
Cross Country Tech, LLC