# FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES INTERNSHIP PROGRAM AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE FLORIDA

**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

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE FLORIDA,** a political subdivision of the State of Florida, with a business address of **111 E Las Olas Blvd, Fort Lauderdale, Florida 33301,** hereinafter referred to as "COLLEGE". "CITY" and "COLLEGE" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS,** on **December 21, 2020,** the Parties entered into the Agreement for Emergency Medical Services Internship Program ("Original Agreement") for collaboration in the education and training of students in the Emergency Medical Technician and Emergency Medical Paramedic programs of the COLLEGE, for an initial **five (5) year period,** which will naturally expire on **December 31, 2025;** and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for an additional, **five (5) year** period pursuant to a written amendment to the Original Agreement; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement for a **five (5) year** period and to supplement the terms contained therein 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:

**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 a **five (5) year** period commencing on **January 1, 2026,** and naturally expiring on **December 31, 2030.**

**SECTION 3.** Section 9.0 of the Original Agreement is hereby revised and amended as set forth below:

9.0 **Notice**. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered 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 that 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, COLLEGE and the CITY designate the following as the respective places for giving of notice:

| | |
|---|---|
| COLLEGE: | Bruce Hill, Instructor Broward College<br>1000 E Coconut Creek Pkwy.<br>Coconut Creek, FL 33066<br>bhill@broward.edu |
| With a copy to: | Office of the General Counsel<br>Broward College<br>111 East Las Olas Blvd., #523<br>Fort Lauderdale, FL 33301 |
| CITY: | Charles F. Dodge, City Manager<br>City of Pembroke Pines<br>601 City Center Way, 4th Floor<br>Pembroke Pines, Florida 33025 |
| With a Copy to: | Scott Gunn, Division Chief<br>City of Pembroke Pines Fire Rescue<br>9500 Pines Blvd., Building B<br>Pembroke Pines, Florida 33025 |
| With a Copy to: | Samuel S. Goren, City Attorney<br>Goren, Cherof, Doody & Ezrol, P.A.<br>3099 East Commercial Boulevard, Suite 200<br>Fort Lauderdale, Florida 33308 |

**SECTION 4.** Section 19.5 of the Original Agreement is hereby revised and amended as set forth below:

19.5 A Party's failure to comply with Florida's Public Records Act shall serve as a basis for termination of this Agreement.

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

**CITY CLERK**
**601 CITY CENTER WAY, 4th FLOOR**
**PEMBROKE PINES, FL 33025**
**(954) 450-1050**
**drogers@ppines.com**

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

**BROWARD COLLEGE**
**CUSTODIAN OF RECORDS**
**111 EAST LAS OLAS BOULEVARD, #523**
**FORT LAUDERDALE, FL 33301**
**(954) 2021-7639**
**LEGALSERVICES@BROWARD.EDU**

**SECTION 5.** 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 6.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 7**. 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 8**. 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 9**. This First Amendment 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 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 FOLLOWS**

**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:

_____

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

**COLLEGE:**

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

Signed by:
Signed By: Torey Alston
A536D6978FE749D...

Printed Name: Torey Alston

Title: College President

APPROVED
By Kristina Raattama at 4:49 pm, Sep 13, 2025

# HIPAA BUSINESS ASSOCIATE AGREEMENT ("BA AGREEMENT")

To the extent that the City of Pembroke Pines ("Covered Entity") discloses Protected Health Information to The District Board Of Trustees Of Broward College, Florida ("College"), its employees, servants, students, agents, or volunteers while providing "ride time" services for Covered Entity, ("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 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, and in reference to this BA Agreement 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 in this BA Agreement 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 in this BA Agreement 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 in this BA Agreement 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 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 for by this BA Agreement.

(c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by 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 Subcontrators 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) of this BA Agreement, 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) 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) of this BA Agreement.

(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 not directly or 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, in its sole and absolute discretion, may elect to delegate 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. If Covered Entity elects to make such delegation, 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), as these laws may be amended from time to time. 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) Covered Entity agrees that this requirement is infeasible with respect to the Business Associate's students' reports and work product created pursuant to the Student Ride Along Agreement between the parties, but that since such information is de-identified, such de-identification adequately affords the required and necessary protections thereto. Business Associate shall otherwise ensure the security of all other 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 under the BA Agreement, 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 in this BA Agreement, 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 specified in this BA Agreement, 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 may only Use or Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under any consulting agreement, service agreement or any other agreement with Covered Entity (collectively "Underlying Agreement"), provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

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

(3) 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 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.

(4) 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.

(5) 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 in this Agreement 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 Underlying Agreement with Business Associate if Business Associate does not cure the Breach or end the violation within 30 days.

(c) Effect of Termination

(1) Except as provided below in section 4(c)(2) of this BA Agreement, upon termination of this 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 the Underlying Agreement authorizes Business Associate to Use or disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain Protected Health Information for such purposes after termination of the Underlying Agreement, 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 under this BA Agreement 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. No Third Party Rights/Independent Contractors

The parties to this BA Agreement do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

7. 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.

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| To Business Associate: | Bruce Hill, Instructor<br>Broward College<br>1000 E Coconut Creek Pkwy.<br>Coconut Creek, FL 33066<br>E-mail: bhill@broward.edu |
| To Covered Entity: | Charles F. Dodge, City Manager<br>City of Pembroke Pines<br>601 City Center Way, 4th Floor<br>Pembroke Pines, FL 33025<br>Telephone No.: (954) 450-1040 |
| With a Copy to: | Ruben Troncoso, Division Chief<br>City of Pembroke Pines Fire Rescue<br>9500 Pines Blvd., Building B<br>Pembroke Pines, Florida 33025 |
| And a Copy to: | Samuel S. Goren, City Attorney<br>Goren, Cherof, Doody & Ezrol, P.A.<br>3099 East Commercial Boulevard, Suite 200<br>Ft. Lauderdale, Florida 33308<br>Telephone No. (954) 771-4500<br>Facsimile No. (954) 771-4923 |

8. Florida Information Protection Act: Business Associate agrees and understands that the services and/or goods provided under the BA 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. If customer records in Business Associate's possession are breached in the manner set forth in the Act, Business Associate shall immediately notify City as indicated herein, and Business Associate shall work with City 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 City;

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 City who experience a breach notify City immediately, and work with Business Associate and City as outlined in this section of the Addendum.

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.

9. 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) Nature of Agreement. Nothing in this BA Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (ii) any fiduciary duty owed by one party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the parties.

(d) 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.

(e) Equitable Relief. Any disclosure of misappropriation of PHI or e-PHI by Business Associate in violation of this BA Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered

Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

(f) Severability. The provisions of this BA Agreement shall be severable, and if any provision of this BA Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BA Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

(g) No Third Party Beneficiaries. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement nor imposing any obligations on either party hereto to persons not a party to this BA Agreement.

(h) Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this BA Agreement (if any) are inserted for convenience only, do not constitute a part of this BA Agreement, and shall not affect in any way the meaning or interpretation of this BA Agreement.

(i) Entire Agreement. This BA Agreement, together with all exhibits, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BA Agreement is in effect, constitutes the entire BA Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BA Agreement in any provisions of the exhibits, riders, or amendments, the provisions of this BA Agreement shall control.

(j) Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this BA Agreement shall prevail over the provisions of any other agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this BA Agreement or the HIPAA Rules.

(k) No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the dates indicated, the latter of which shall be controlling.

DATE: 11/30/2020, 2020

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

BY: DocuSigned by: Jeffrey Nasse

Jeffrey Nasse Vice Provost, Academic Affairs

(Printed Name/Title)

**CITY OF PEMROKE PINES, FLORIDA**

ATTEST:

DocuSigned by:
Marlene Graham
E858EEE04EEF4F3...

MARLENE D. GRAHAM
CITY CLERK

DATE: 12/21/2020

BY: DocuSigned by:
Charles F. Dodge
7563D7C5B031407...

CHARLES F. DODGE
CITY MANAGER

DATE: 12/21/2020

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DocuSigned by:
Samuel S. Goren
37838E602001428...

SAMUEL S GOREN
CITY ATTORNEY

DATE: 12/18/2020

# AGREEMENT FOR EMERGENCY MEDICAL SERVICES INTERNSHIP PROGRAM

**THIS AGREEMENT** is made and entered into as of this 16th day of December, 2020, by and between

**THE CITY OF PEMBROKE PINES, FLORIDA**
a Florida municipal corporation (hereinafter referred to as "CITY"),
whose principal place of business is
601 CITY Center Way, Pembroke Pines, Florida 33025

and

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**
(hereinafter referred to as "COLLEGE"),
a political subdivision of the State of Florida, whose principal place of business is
111 E Las Olas Blvd, Fort Lauderdale, Florida 33301

**WHEREAS,** COLLEGE operates an Emergency Medical Service ("EMS") Training COLLEGE, and conducts educational programs for the purpose of providing skilled workers who can provide emergency medical services; and

**WHEREAS,** CITY has the facilities which are available to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community; and

**WHEREAS,** the CITY agrees to collaborate in the education and training of students in the Emergency Medical Technician (EMT) Program and the Emergency Medical Paramedic Program (EMT-P) of the COLLEGE; and

**WHEREAS,** the CITY acknowledges the value of this collaboration and agrees to provide optimum facilities, resources and expertise at their disposal for the comprehensive education of the student; and

**WHEREAS,** this Agreement will benefit both parties by providing trained EMTs and Paramedics.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1.0 Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## 2.0 Definitions.

**2.1 Facility or Facilities** shall mean any vehicles used by the City and Fire Stations 33, 69, 79 and 89.

## 3.0 Purpose of Agreement.

3.1 **Program Purpose.** The education of the student shall be the primary purpose of the program.

3.2 **Term of Agreement.** The term of this Agreement shall be for a period of five (5) years, commencing on December 16th, 2020 and concluding on December 31st, 2025, unless terminated by either party. The parties may agree to renew this Agreement for an additional term upon the execution of an amendment to this Agreement. In the event the Agreement would otherwise expire or terminate in accordance with Section 16.0, the Agreement will be extended to allow students to complete the respective semester in effect during the term of the Agreement for a grace period not to exceed six (6) months.

3.3 **Instruction and Curriculum.** COLLEGE shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with all applicable guidelines. All faculty provided by COLLEGE shall be duly licensed, certified or otherwise qualified to participate in the program. Neither the COLLEGE nor any participating student or faculty member shall interfere with or adversely affect CITY's operations or CITY's provision of emergency medical services. COLLEGE shall be responsible for the implementation and operation of the clinical component of its program at Facility ("Program"), All students, faculty, employees, agents and representatives of COLLEGE participating in the Program while on Facility shall be accountable to Facility's Administrator. COLLEGE shall be responsible for causing all students, faculty, employees, agents and representatives of the COLLEGE to comply with the terms of this Agreement and all applicable CITY rules, policies, procedures, codes, and ordinances, which may include required training, drug screenings, and a successful background check.

3.4 **Discontinued Student Placement.** CITY reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the City as determined by the CITY, following collaboration with COLLEGE personnel. The CITY reserves the right to immediately remove from its premises and to prohibit from future participation any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel of the quality of medical services.

3.5 **Telephone Consultation.** COLLEGE shall provide faculty or COLLEGE administration for consultation with CITY by telephone at any given time during which students are on CITY's premises without supervision by an instructor.

3.6 **Course Materials.** Upon request, COLLEGE shall provide CITY copies of

current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

3.7 **Educational Plan.** COLLEGE faculty will prepare an educational plan in conjunction with CITY staff prior to the placement of students with CITY. The training to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The faculty shall be responsible for maintaining cooperative relationships with CITY staff. CITY shall provide opportunities for participating students to observe various aspects of paramedic training.

3.8 **Patient Confidentiality.** COLLEGE and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of CITY and/or its patients and shall not disclose or reveal any confidential information to any third party without CITY's express prior written consent. The COLLEGE shall advise participating student and faculty that the CITY will require the participating students to execute a Confidentiality Statement substantially complying with the form attached hereto as **Exhibit "A"** and provide a copy of each student's signed form to the CITY before participating. COLLEGE and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality of protected health information, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). COLLEGE shall insure that all of the students have received proper training with respect to the requirements of HIPAA, and insure that its faculty and students comply with all of the requirements of HIPAA. Unauthorized disclosure of confidential information, patient information of protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. COLLEGE shall immediately notify CITY of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. COLLEGE will not enter into any contracts with their persons to whom confidential information, patient information or protected health information would be provided without the express written consent of CITY and the imposition upon such third persons of the same duty to safeguard said information. COLLEGE's records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to CITY or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this agreement.

3.8.1 The COLLEGE and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the CITY and its Department of Fire Rescue and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the CITY. The COLLEGE will train all students related to HIPAA and HITECH compliance in additional to any and all applicable laws prior to enrollment in any clinical course.

3.8.2 In order to participate, all students will be required to comply with all City and Fire Department rules, regulations, policies and procedures.

3.9 **Dress Code and Meals.** CITY shall require the students to dress in accordance

with dress and personal appearance standards approved by the CITY. Students shall pay for their own meals.

3.10 **Students Status.** Students shall not be considered employees or agents of either Party. The Parties shall not be responsible for the actions or omissions of participating Students and Students are not City employees.

3.11 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by CITY as trainees and shall have no expectation of receiving compensation or future employment from either party.

3.12 **Infectious Diseases and Student Immunizations.** COLLEGE shall advise students of the risk of infectious diseases and that CITY is not responsible for exposure to infectious diseases that occur beyond their reasonable control. School shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis. School shall be responsible for providing information and advising the participating students and faculty of the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials;
(2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens; (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. The COLLEGE shall perform and certify that it has conducted the background checks of its participating students pursuant to the CITY's Health and Background Screening Attestation, attached hereto **Exhibit "B"**.

3.13 **Personal Property.** CITY shall not be responsible for the personal property belonging to COLLEGE, COLLEGE faculty, or COLLEGE's students participating in the program.

3.14 **Participant's Medical Care.** The students participating in the program shall be responsible for arranging for the students medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at CITY's premises. At the time of providing such services, CITY shall accept assignment of the affected individual's insurance policy plus any co-pay and/or deductibles. The Parties shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

3.15 **Student Education Records.** The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), [20 United States Code sections 1232(g), 1232(h) and 1232(i)], and federal regulations issued pursuant to such act, and by state law in s. 1002.22, F.S., and that generally, written student consent

must be obtained before releasing personally identifiable student education records to anyone other than the COLLEGE. The COLLEGE agrees to provide guidance to the CITY with respect to complying with the provisions of FERPA and similar state law. The CITY agrees to treat all student education records that are specifically identified as such by the Parties confidentially and not to disclose such student education records except to the COLLEGE and the CITY officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that the fact that a Program Student is mentioned in a record or report generated and/or maintained by the CITY in the normal course and scope of its operations, and not created or maintained by the COLLEGE, such record or report isnot considered a "student education record" for purposes of this provision.

**4.0 General Insurance Requirements.**

4.1 COLLEGE shall obtain all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY. 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.

4.2 Certificates of Insurance shall provide for thirty (30) 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) days' notice of cancellation, either the COLLEGE or their Insurance Broker must agree to provide notice.

4.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event an insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, either party shall furnish to the other party, at least forty-five (45) 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 parties shall not be obligated to continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

4.4 The CITY acknowledges that the COLLEGE is a political subdivision of the State of Florida and warrants, and represents that it participates in the Florida College System Risk Management Consortium, with headquarters in Gainesville, Florida, for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the COLLEGE, Its self-insured fund and various policies are authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28. The COLLEGE agrees to maintain its participation in the Florida College System Risk Management Consortium for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the COLLEGE to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes. The COLLEGE'S insurance will be primary and will cover all participant's losses if injured or becomes ill for activities contemplated in this Agreement by Students.

4.5 REQUIRED INSURANCE

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

Yes No

☐ × 4.5.1 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 an occurrence 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

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

☐ × 4.5.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the COLLEGE engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the COLLEGE 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 COLLEGE. Coverage for the COLLEGE 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 COLLEGE claims to be exempt from this requirement, COLLEGE shall provide CITY proof of such exemption for CITY to exempt COLLEGE.

Yes No

☐ × 4.5.3 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.

Yes No

☐ ✗ 4.5.4 If COLLEGE 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

☐ ✗ 4.5.5 Umbrella/Excess Liability Insurance in the amount of $___as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three years after the delivery of goods/services or final payment pursuant to this 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

✓ ☐ 4.5.6 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per claim, $3,000,000 per occurrence. This coverage shall be maintained for a period of no less than ten (10) 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

☐ ✗ 4.5.7 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: COLLEGE's completed operations, sudden, accidental and gradual pollution conditions. 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 pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service

to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

**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

☐ ☒ 4.5.8 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the 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.**

Yes No

☐ ☒ 4.5.9 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If COLLEGE is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☒ 4.5.10 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. 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.

**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

☐ ☒ 4.5.11 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. 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

☐ ☒ 4.5.12 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. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

**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

☐ ☒ 4.5.13 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the COLLEGE and subcontractors of the project. The COLLEGE shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the COLLEGE's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the COLLEGE purchasing the Builder's Risk insurance for the project, the COLLEGE shall allow the CITY the opportunity to analyze the COLLEGE's coverage and determine who shall purchase the coverage. Should the CITY utilize the COLLEGE's Builder's Risk Insurance, the COLLEGE shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the COLLEGE shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the COLLEGE shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ × 4.5.14 Other Insurance

4.6 Any and all insurance required of the COLLEGE 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 COLLEGE and provided proof of such coverage is provided to CITY. The COLLEGE and any subcontractors shall maintain such policies during the term of this Agreement.

4.7 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.

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

4.8.1 COLLEGE shall provide CITY proof of professional liability insurance coverage with minimum limits of $1,000,000 per claim, $3,000,000 per occurrence. Students shall be required to be covered by their own health or accident insurance. The Students' own health or accident insurance shall cover any COVID-19 related expenses.

4.8.2 CITY shall self-insure, pursuant to Section 768.28, Florida Statutes, for its liability for tort claims associated with acts or omissions of its agents and employees.

4.8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event a insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, either party shall furnish to the other party, at least forty-five (45) 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 parties shall not be obligated to continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

**5.0 Indemnification.**

5.1 The COLLEGE and CITY agree that all students shall be required to sign the CITY's Assumption of Risk and Release of Liability form, attached hereto as **Exhibit "C"**, as a prerequisite to their participation with the CITY, its employees, or entry upon its facilities and vehicles.

5.2 The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each party agrees to be liable to the limits as set forth

in Section 768.28, Florida Statutes, for its acts of negligence or omissions which result in claims or suits against them, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**6.0 Independent Contractor.** This Agreement does not create an employer/employee relationship between the Parties. It is the intent of the Parties that COLLEGE is an independent contractor under this Agreement and not the CITY's employee for any 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 Worker's Compensation Act, and the State Unemployment Insurance law. CITY shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CITY's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CITY, which policies of CITY shall not conflict with COLLEGE, State, or United States policies, rules or regulations relating to the use of CITY's funds provided for herein. CITY agrees that it is a separate and independent enterprise from the COLLEGE, that it had 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. This Agreement shall not be construed as creating any joint employment relationship between CITY and the COLLEGE and the COLLEGE will not be liable for any obligation incurred by CITY, including but not limited to unpaid minimum wages and/or overtime premiums.

**7.0 Assignments; Amendments.**

7.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party without the prior written consent of the other party.

7.2 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.

**8.0 No Contingent Fees.** COLLEGE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COLLEGE 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 COLLEGE 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 provision, the 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.

**9.0 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered 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 that 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, COLLEGE and the CITY designate the following as the respective places for giving of notice:

| | |
|---|---|
| COLLEGE: | Bruce Hill, Instructor Broward College<br>1000 E Coconut Creek Pkwy.<br>Coconut Creek, FL 33066<br>E-mail: bhill@broward.edu |
| With a copy to: | Office of the General Counsel<br>Broward College<br>111 East Las Olas Blvd., #523<br>Fort Lauderdale, FL 33301 |
| To CITY: | Charles F. Dodge, City Manager<br>City of Pembroke Pines<br>601 City Center Way, 4th Floor<br>Pembroke Pines, Florida 33025 |
| With a Copy to: | Ruben Troncoso, Division Chief<br>City of Pembroke Pines Fire Rescue<br>9500 Pines Blvd., Building B<br>Pembroke Pines, Florida 33025 |
| With a Copy to: | Samuel S. Goren, CITY Attorney<br>Goren, Cherof, Doody & Ezrol, P.A.<br>3099 East Commercial Boulevard, Suite 200<br>Fort Lauderdale, Florida 33308 |

**10.0 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the 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.

**11.0 Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions 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.

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

**13.0 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 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.

**14.0 Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

**15.0 Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

**16.0 Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and COLLEGE and supersedes all prior negotiations, representations or agreements, either written or oral.

**17.0 Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. Students participating in the Program at the time of termination shall be allowed to complete the clinical education experience; such completion period shall not exceed six (6) months, unless otherwise agreed to in writing by the CITY and the COLLEGE. During the completion period, the students and the COLLEGE shall comply with the terms and conditions of this Agreement. No student shall be enrolled after the date upon which notice of termination has been provided. This Agreement may be terminated by either Party for convenience. If terminating for convenience, the terminating party shall provide to the non terminating party ten (10) days' written notice.

**18.0 Equal Employment Opportunity.** In the performance of this Agreement, the Parties shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

**19.0 Public Records.** In order to comply with Florida's Public Records Act (the "Act"), Chapter 119, Florida Statutes, and pursuant specifically to section 119.0701, Florida Statutes, as may be amended, the Parties shall:

19.1 Keep and maintain public records that ordinarily and necessarily would be required in order to perform the services under the Agreement.

19.2 Provide the public with access to public records on the same terms and conditions that the other Party would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

19.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

19.4 Meet all requirements for retaining public records and transfer, at no cost, to the all public records in possession upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the respective Party in a format that is compatible with the information technology systems of the Party.

19.5 A Party's failure to comply with Florida's Public Records Act shall serve as a basis for termination of this Agreement.

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

**CITY CLERK**
**601 CITY CENTER WAY, 4th FLOOR**
**PEMBROKE PINES, FL 33025**
**(954) 450-1050**
**MGRAHAM@PPINES.COM**

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

**BROWARD COLLEGE**
**CUSTODIAN OF RECORDS**
**111 EAST LAS OLAS BOULEVARD, #523**
**FORT LAUDERDALE, FL 33301**
**(954) 201-7639**
**LEGALSERVICES@BROWARD.EDU**

**20.0 Waiver.** Any failure by a Party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and either Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**21.0 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the dates indicated, the latter of which shall be controlling.

DATE: 11/30/2020, 2020

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

Signed By:

DocuSigned by:
Jeffrey Nasse

Jeffrey Nasse Vice Provost, Academic Affairs

(Printed Name/Title)

**CITY OF PEMROKE PINES, FLORIDA**

BY: DocuSigned by: Charles F. Dodge
7583D7C5B031407...
CHARLES F. DODGE
CITY MANAGER

DATE: 12/21/2020

ATTEST:

DocuSigned by: Marlene Graham
E858EEE04E6F4F3...
MARLENE D. GRAHAM
CITY CLERK

DATE: 12/21/2020

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by: Samuel S. Goren
37B30F6020D1425...
SAMUEL S GOREN
CITY ATTORNEY

DATE: 12/18/2020

**EXHIBIT "A"**

ACKNOWLEDGMENT OF RESPONSIBILITY
TO MAINTAIN CONFIDENTIALITY OF MEDICAL INFORMATION

By virtue of your internship program or other association with the City of Pembroke Pines, you may need to know and, therefore, may be informed of certain patient medical information that is necessary to perform your assigned duties.

State law, and in some instances federal law, mandates that personal information and protected health information ("medical information") be kept confidential unless the patient gives specific written authorization or unless compelled by court order or subpoena, when certain conditions are met for release of medical information.

By signing this form, you acknowledge that you must maintain as confidential all medical information regarding any patient which you obtain in conjunction with your internship duties and responsibilities, and you further acknowledge that you may not disseminate this medical information to or discuss the medical condition of a patient with any person except those persons directly necessary to the performance of your duties and responsibilities.

Breach of this confidentiality may result in monetary liability, civil, and/or criminal penalties imposed by law, and shall subject interns to discipline up to and including dismissal for violation of City rules.

Print Name of Student: _____ _____ _____ _____
First MI Last Suffix

Signature of Student: _____

Date: _____

Witness: _____

Printed Name of Witness: _____

Received by: _____ on _____
(Name) (Date)

*For internal use only:*

Date Received: _____
Recipient: _____

## CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between the Broward College ("School") and The City of Pembroke Pines ("City"), to keep confidential any information regarding City patients, as well as all confidential information of City. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of City, except as required by law or as authorized by City.

Dated this_____day of_____, 20_____.

_____
Program Participant

_____
Print Name

_____
Witness

_____
Print Name

# EXHIBIT B
# HEALTH AND BACKGROUND SCREENING ATTESTATION

**HEALTH OF PROGRAM PARTICIPANTS.** School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated; and
5. In compliance with the CITY's COVID-19 policies and procedures.

**BACKGROUND CHECKS.** The School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless the Facility is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other:

**ATTENDING STUDENTS:**

1.
2.
3.

**STAFF:**

1.
2.

College acknowledges this information will be available to all of the City's affiliates as reasonably necessary.

The District Board of Trustees of Broward College, Florida

Name: Jeffrey Nasse

Signature: DocuSigned by: Jeffrey Nasse

Title: Vice Provost, Academic Affairs

**EXHIBIT C**
**CITY OF PEMBROKE PINES**
**Assumption of Risk and Release of Liability**

For and in consideration of being permitted to ride as an observer with the PEMBROKE PINES Fire Rescue Department in an emergency or other medically-related vehicle of the educational benefits to be received, and in full recognition, understanding and appreciation of the basic nature of emergency work, and the possibility that situations will arise which result in my being exposed to physical harm or injury through, but not limited to, vehicle accidents, blood borne pathogens, disease or violent patients, I do hereby agree to assume all known and unknown risks in connection therewith. Further, I do hereby indemnify, hold harmless, release and forever discharge the CITY of PEMBROKE PINES, its officials, officers, agents and employees from any liability or responsibility from any cause whatsoever, including negligence, for death or injury to my person or damage or loss to my property that I may sustain or suffer resulting from or exposure and contraction of COVID-19 virus or in any manner connected with my participation in this activity.

The terms of this Agreement shall be in full force and effect on the date hereof and on any other occasion hereafter when I accompany CITY of PEMBROKE PINES agents.

I have read and understand the conditions of this program as stated above, and hereby voluntarily assume all risks of loss, damage, injury or illnesses to me or my property, including death, which may be sustained while a passenger of the CITY vehicle or incidental to accompanying one or more CITY of PEMBROKE PINES Fire Rescue agents while on duty.

This Release and Agreement shall be binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the said CITY, agents, public officials and any person herein designated, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

I acknowledge that I am at least 18 years of age and that my participation is as an observer only in an authorized CITY of PEMBROKE PINES motor vehicle unit:

I agree that if any portion of this document is held invalid or unenforceable by a court of competent jurisdiction, then the remaining portion shall nevertheless continue in full force and effect.

I HAVE READ THIS DOCUMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENTS AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Print Participant Name: _____
Participant Signature: _____
Date Signed: _____

# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 6.**

**File ID:** 20-0881 **Type:** Agreements/Contracts **Status:** Passed

**Version:** 1 **Agenda Section:** **In Control:** City Commission

**File Created:** 12/02/2020

**Short Title:** Agreement with Broward College - Paramedic and EMT Student Ride Program **Final Action:** 12/16/2020

**Title:** MOTION TO ENTER INTO AN AGREEMENT WITH THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE TO ALLOW THEIR EMERGENCY MEDICAL TECHNICIAN PROGRAM STUDENTS AND EMERGENCY MEDICAL PARAMEDIC PROGRAM STUDENTS TO RIDE ON FIRE DEPARTMENT APPARATUS AND PARTICIPATE IN CLINICAL SKILLS TRAINING AND EXPERIENCE.

***Agenda Date:** 12/16/2020

**Agenda Number:** 6.

**Internal Notes:**

**Attachments:** 1. Broward College - Student Ride Along Agreement 30736

| | | | | |
|---|---|---|---|---|
| 1 | City Commission | 12/16/2020 | approve | Pass |

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

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

Nay: - 0

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Broward College operates Emergency Medical Services Training and conducts educational programs for the purpose of providing skilled workers who can provide emergency medical services.

2. The Fire Department has the facilities and expertise necessary to assist in providing clinical skills training and experience to students and would like to participate in this program to benefit the community.

3. The Fire Department has partnered with Broward College for the past 25 years to provide

quality hands-on skills and training.

4. The term of this agreement shall be from the date of execution by both parties and shall continue for a period of five (5) years, concluding on December 31, 2025.

5. The Fire Department requests Commission approval of this agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Initial Cost:** None
b) **Amount budgeted for this item in Account No:** Not Applicable
c) **Source of funding for difference, if not fully budgeted:** Not Applicable
d) **5 year projection of the operational cost of the project** Not Applicable
e) **Detail of additional staff requirements:** Not Applicable