

**ATHLETIC TRAINING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SOUTH BROWARD HOSPITAL DISTRICT**

This Athletic Training Services Agreement (this "**Agreement**"), dated July 27, 2022, 2022, (the "**Effective Date**"), 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

SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM, as listed with the Florida Division of Corporations, and with a business address of **3501 Johnson St., Hollywood, FL 33021**, hereinafter referred to as "MEMORIAL". MEMORIAL, and CITY each is referred to herein as a "Party" and collectively, the "Parties."

This Agreement sets forth the terms and conditions under which MEMORIAL will provide to CITY certain services and other support in connection with CITY's planning, organization, execution and promotion of school related athletic activities inclusive but not limited to practices and games (individually and collectively referred to herein as "**Event**"), hosted by CITY at locations to be announced solely within Broward County, Dade County and Palm Beach County, Florida, as more particularly described in Exhibit A attached hereto and hereby incorporated herein.

WHEREAS, the CITY is in need of athletic training services for the CITY's Charter Schools' athletic programs; and,

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

WHEREAS, MEMORIAL is skilled in the area of athletic training services, maintains all required licenses necessary to perform the services required by this Agreement, and possesses specific knowledge, skills, abilities, experiences, and expertise that would particularly benefit CITY; and,

WHEREAS, the CITY procured the services to be provided herein pursuant to CITY Code of Ordinances Section 35.18(C)(2) which specifically provides CITY may enter into contracts for "professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding"; and,



WHEREAS, CITY desires to engage MEMORIAL to perform the services herein required herein for CITY's Charter Schools.

W I T N E S S E T H:

In consideration of the mutual covenants contained herein, the mutuality, sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Services.

1.1 MEMORIAL agrees to provide to CITY athletic training services that are consistent with the scope of practice, which generally encompasses the prevention, recognition, emergency care, treatment, and rehabilitation that are consistent with the license, authorization and training of the individual assigned by MEMORIAL, as well as the support and other services specified on Exhibit A (collectively referred to herein as the "MEMORIAL Services") for the annual athletic programming for the Pembroke Pines Charter High School during the term of this Agreement as more particularly described on Exhibit D, both attached hereto and incorporated herein by this reference. The CITY may from time to time request to modify the schedule or include additional event dates for the Academic Village Middle School athletic programming.

1.2 CITY is responsible for ensuring it has proper agreements and insurance related to its utilization of the athletic and other spaces in those locations where MEMORIAL provides its Services and agrees to provide to MEMORIAL the support and other services specified in Exhibit A (the "CITY Services").

1.3 In the event, while providing MEMORIAL Services, a participant, spectator, or bystander is injured, or exhibits signs of being in a medical "emergency" (which means there is a reasonable possibility the individual may lose their life, a limb or suffer other serious bodily harm):

(a) The Parties will work together to create an emergency action plan for each site and, if no such plan exists, the MEMORIAL general emergency action plan will control the Parties' actions; and,

(b) Notwithstanding subsection 1.3(a), CITY will ensure that MEMORIAL has full access to the site's external defibrillator or AED while on-site.

1.4 CITY acknowledges that for certain contact sports (including, but not limited to football), the athletic training services provided by MEMORIAL are not sufficient to respond to some emergency situations and the expertise of emergency medical technicians ("EMT") is necessary in order to render appropriate medical care and treatment. Although MEMORIAL, from time-to-time, may recommend that an EMT be present at an event where MEMORIAL Services are being provided, the responsibility for determining when an EMT should be present and arranging for said EMT rests solely and exclusively with the CITY. Further, in the event



an EMT should have been present, but the CITY failed to ensure that one was present (without regard to MEMORIAL's recommendation), MEMORIAL will have no responsibility or liability related to such failure by the CITY.

1.6 HIPAA Compliance. MEMORIAL 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"). MEMORIAL 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.

1.7 FERPA Compliance. Education records held by CITY may be disclosed to MEMORIAL for purposes associated with the performance of this Agreement. MEMORIAL agrees to comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes, as may be amended from time to time, 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.

1.8 Background Screening. MEMORIAL shall comply with the requirements of CITY Code of Ordinances §34.07, as may be amended from time to time, which requires background screening through the CITY's Police Department for all employees, agents, and volunteers engaging in any city-operation or city-sponsored activity involving youth, seniors, and other vulnerable populations prior to the MEMORIAL's use of the FACILITY under this Agreement. MEMORIAL shall not allow any employees, agents, or volunteers whom do not meet the requirements of this Section to provide any service under this Agreement. MEMORIAL shall also comply with the requirements of Chapter 1012, Florida Statutes, as may be applicable, which requires certain instructional and non instructional employees or contractual personnel who are permitted access to school grounds when students are present, who have direct contact with students or who have access to or control of school funds to undergo level 2 background screening as described in §1012.32, Florida Statutes. The MEMORIAL must also comply with all applicable requirements of CITY's Charter Schools and the School Board of Broward County. The MEMORIAL shall be responsible for the cost of all background screening pursuant to this section.

1.9 MEMORIAL shall furnish all services, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. CITY shall provide assessments and protocols as needed by memorial in the performance of her duties.

1.10 MEMORIAL assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession.

2. Payment. CITY agrees to pay MEMORIAL as detailed in Exhibit B attached hereto and hereby



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

3. Term and Termination.

3.1 Agreement Term. This Agreement shall commence on the Effective Date and shall continue in effect for an initial two (2) year period (the "Term").

3.2 Renewals. This Agreement may be renewed at the expiration of the initial term, for additional two (2) year terms upon the mutual consent of the Parties, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 Termination. Either party may terminate this Agreement without cause by providing the other Party with at least ninety (90) days prior written notice.

3.4 Notwithstanding the foregoing, this Agreement may be terminated by CITY for cause, effective immediately if CITY believes performance by MEMORIAL poses an immediate threat to the health, safety, or welfare of CITY and members of the community.

4. Exclusivity. The relationship between CITY and MEMORIAL created hereunder and the services to be provided by MEMORIAL pursuant to 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 MEMORIAL hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to MEMORIAL while MEMORIAL is so engaged without first terminating such assignment. MEMORIAL 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 MEMORIAL hereunder.

5. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the MEMORIAL is an independent contractor under this 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. The MEMORIAL shall retain sole and absolute discretion in the judgment of the manner and means of carrying out MEMORIAL's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of MEMORIAL, which policies of MEMORIAL shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of MEMORIAL's funds provided for herein. The MEMORIAL 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. This Agreement shall not be construed as creating any joint employment relationship between the



MEMORIAL and the CITY and the CITY will not be liable for any obligation incurred by MEMORIAL, including but not limited to unpaid minimum wages and/or overtime premiums.

6. Governing Law; Jurisdiction. This Agreement and the rights and duties of the parties arising out of or related to the Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In addition, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Agreement and any transaction related thereto must be brought in the courts of record of the state of Florida in Broward County or the District Court of the United States, Southern District of Florida, Fort Lauderdale Division; (ii) consents to the jurisdiction of such court in any such lawsuit, action, or proceeding; and (iii) waives any objection that it may have to the laying of venue of any such lawsuit, action, or proceeding in any such court.
7. Self-Insurance. MEMORIAL shall self-insure, pursuant to Section 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees.
8. Limitation of Liability. Nothing in the Agreement shall be deemed to operate to increase MEMORIAL's limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of MEMORIAL for the acts or omissions of any party other than itself, its agents, and its employees. Notwithstanding any provision of this Agreement to which it is applicable, MEMORIAL shall not be liable or responsible to CITY beyond the monetary limits specified in Section 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise. In no event shall either MEMORIAL or CITY be liable to the other for punitive or exemplary damages or for lost profits or consequential damages.
9. Public Records Law.
 - (a) Both Parties are Political Subdivision of the State of Florida and, as such, are subject to Ch. 119, Fla. Stat., commonly known as Florida's Public Records Law. Both Parties must keep and maintain the public records required to perform the services required by the Agreement ("Records"). Neither party shall be deemed to be in breach of the Agreement for withholding records when release is not permitted by law or for disclosing records when required by law. MEMORIAL will notify CITY of any instance in which the disclosure or copies of CITY's confidential information is requested by any party pursuant to Chapter 119 or if there is a request for MEMORIAL Records not within MEMORIAL's possession. CITY shall provide a copy of the requested MEMORIAL Records or allow the MEMORIAL Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. If CITY wishes MEMORIAL to deny the request for disclosure or copies or any part thereof, CITY must reply to MEMORIAL as soon as reasonably possible but in no event later than eight (8) business days. Further, CITY shall advise MEMORIAL of the legal basis for claiming the information should be withheld, and the specific section of the Florida Statutes that exempts this material from mandatory disclosure. If CITY fails to respond as required under this Section, MEMORIAL may release the requested documents. If the party requesting the disclosure contests the legal basis for CITY's withholding any of the documents, then CITY will, at its sole cost, defend its position. To the extent MEMORIAL



incurs liability for costs or attorney's fees (including, without limitation, those awarded to the party requesting the disclosure) in connection with such challenge or appeal, CITY agrees to indemnify and hold harmless MEMORIAL for those costs and fees.

**Pursuant to §119.0701, Florida Statutes, the following is required if
CITY is providing services on behalf of MEMORIAL:**

- (b) During the term of the Agreement, and following completion of the Agreement if CITY maintains MEMORIAL Records, CITY will not disclose exempt or confidential and exempt MEMORIAL Records except as authorized or required by law. Following completion of Agreement, CITY may either 1) transfer to MEMORIAL, at no cost, all MEMORIAL Records in possession of CITY, or 2) meet all applicable requirements for retaining such records. If CITY transfers MEMORIAL Records to MEMORIAL upon completion of the Agreement, then CITY shall destroy any duplicate copies of MEMORIAL Records that are exempt or confidential and exempt from disclosure. All MEMORIAL Records stored electronically must be provided, upon request by MEMORIAL, in a format that is compatible with the information technology systems of MEMORIAL.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROMOTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 265-5933, MHSLEGAL@MHS.NET, AND MEMORIAL HEALTHCARE SYSTEM, ATTN: GENERAL COUNSEL, 3111 STIRLING ROAD, HOLLYWOOD, FLORIDA, 33312.

- (c) Furthermore, MEMORIAL shall: Keep and maintain public records required by the CITY to perform the service; 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; 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, MEMORIAL shall destroy all copies of such confidential and exempt records remaining in its possession after MEMORIAL transfers the records in its possession to the CITY; and Upon completion of the Agreement, MEMORIAL shall transfer to the CITY, at no cost to the CITY, all public records in MEMORIAL's possession. All records stored electronically by MEMORIAL 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. The failure of MEMORIAL to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

**IF MEMORIAL HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**



**VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING
TO THE 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**

10. **Ownership of Records.** Reports, records, and other information collected or created in connection with this Agreement are and shall remain the property of CITY, whether or not such record is created or maintained by MEMORIAL.
11. **Access to Records.** MEMORIAL shall keep all records, reports, and accounts created during performance of this Agreement particularly with respect to expenses for which MEMORIAL 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 five (5) 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.
12. **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, MEMORIAL 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, 4th 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



MEMORIAL: Memorial Healthcare System
Gabriel Casanova
3501 Johnson St.
Hollywood, FL 33021
E-mail: gcasanova@mhs.net
Telephone No: 305-904-2704

13. **Non-Discrimination.** During the performance of the Agreement, neither the MEMORIAL 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. MEMORIAL 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. MEMORIAL 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. MEMORIAL further agrees that MEMORIAL will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
14. **Assignment.** MEMORIAL may assign this agreement to any entity that assumes management or control of a substantial portion of the assets or operations of MEMORIAL that are the subject matter of the Agreement, or to any Affiliate of the South Broward Hospital District (“SBHD”) or of any of its Affiliates upon providing CITY with notice of such event within thirty (30) days of any such occurrence. Any assignee shall be obligated to perform pursuant to the requirements set forth herein. For purposes of the Agreement, “**Affiliate**” means with respect to SBHD and its Affiliates, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control or management with, exists to fulfill and support a common mission with, or is otherwise affiliated with SBHD or its Affiliates, where “**control**” or “**controlled**” or “**controlling**” means and shall be deemed to exist if the other Person possesses, directly or indirectly, the power to direct, cause the direction of, or otherwise materially impact the purposes, management, or policies of that Person, either through contract, or by owning a controlling interest of the voting rights or of the equity capital of that Person or of other ownership interests, or by being the sole member of an entity with reserved powers, or otherwise possesses or is able to exert a controlling influence over that Person. “**Person**” means any individual, sole proprietorship, general partnership, limited partnership, limited liability company, joint venture, trust, unincorporated association, corporation, or entity. Affiliates of SBHD include, without limitation, MEMORIAL Foundation, Inc.; Joe DiMaggio Children’s Hospital Foundation, Inc.; Florida Community Health Network Corp.; MEMORIAL Health Network, Inc.; South Florida Community Care Network, LLC; and their respective Affiliates.
15. **Counterparts; Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be



deemed to constitute one agreement. The Parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act and the Florida Uniform Electronic Transaction Act, and any document accepted, executed or agreed to in conformity with such law will be binding on both parties the same as if it were physically executed. The affixing of the parties of their actual signatures to this Agreement, and delivery then by facsimile or scanned copy attached to an email, shall constitute sufficient delivery, communication and record of the formation of this transaction.

16. **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.
17. **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.
18. **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.

19. **Uncontrollable Forces.**

19.1 Neither CITY nor MEMORIAL 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 fires, floods, earthquakes, hurricanes, storms, lightning, an epidemic or pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 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.

20. **Scrutinized Companies.** By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, both Parties certify that it is not participating in a boycott of Israel. Both Parties further certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has either Party been engaged in business operations in Syria. Subject to limited exceptions provided in



state law, neither Party will contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. MEMORIAL shall provide notice, in writing, to CITY of the MEMORIAL's determination concerning the false certification. CITY shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CITY shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CITY does not demonstrate that MEMORIAL's determination of false certification was made in error, then MEMORIAL shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **Employment Eligibility.** The Parties hereby certify that each Party is aware of and complies with the requirements of E-Verify, as set forth in Section 448.095, Florida Statutes, as may be amended from time to time. 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.

22. **Confidentiality of Records.**

22.1 During the term of this Agreement sensitive and non public information such as education records and personal health information (“student records”) may be disclosed to MEMORIAL for purposes associated with the services herein required. As may be applicable, MEMORIAL shall fully comply with the requirements of the (i) Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (“FERPA”), §§1002.22, 1002.221, and 1002.222, Florida Statutes, and (ii) and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as contained in 45 CFR Parts 160 and 164 (“the HIPAA Privacy Rule”) and the privacy, security, and breach notification requirements of the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act), and related implementing regulations thereof, as may be applicable. Specifically, MEMORIAL shall:

22.1.1 Ensure confidentiality of all student records and shall not use or disclose the same except as required by this Agreement or as required or permitted by law;

22.1.2 Ensure that, at all times, all of its employees who have access to any student records during the term of their employment shall strictly comply by its obligations under this Agreement, and that access to student records is limited only to its employees to carry out the responsibilities under this Agreement and shall provide said list of employees to CITY upon request;

22.1.3 Safeguard each student 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 and HIPAA’s privacy requirements;



20.1.4 Utilize the student records solely for the purposes of providing services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display student records to any third party;

20.1.5 Notify CITY immediately upon discovery of a breach of confidentiality of student records and take all necessary notification steps as may be required by federal and Florida law thereafter; and

20.1.6 The application of FERPA and HIPAA regulations are not limited nor restricted by this Agreement, but VENDOR shall be held to the requirements thereof to ensure their continue and on-going compliance while hosting all data to which such regulations may apply.

22.2 With respect to the application of FERPA, the Parties acknowledge that in the performance of services herein required MEMORIAL is providing an institutional service or function for which CITY would otherwise use employees and that MEMORIAL is officially designated as under the direct control of CITY solely with respect to the use and maintenance of Education Records created, received or maintained by MEMORIAL in order to perform the services herein required, pursuant to 34 CFR 99.31(a)(1)(i)(b).

22.3 With respect to the application of HIPAA, the Parties acknowledge that CITY is a Covered Entity and MEMORIAL is acting on behalf of the CITY during performance of this Agreement and therefore both Parties are required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information. The Parties agree that this Section of the Agreement may be constitute to be a business associate agreement for purposes of complying with the requirements of HIPAA.

[Signatures on the following page]



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

ATTEST:

DocuSigned by:
Marlene D. Graham July 27, 2022
MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:
Charles F. Dodge July 27, 2022
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe July 27, 2022
013E807C191D4FF...
Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

MEMORIAL:

SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM

Signed By: CB Stella

Print Name: CATLUN STELLA

Title: CEO JDCH



{00498358.3 1956-7601851 }

SPG-24774

EXHIBIT A

Services

CITY will provide the following CITY Services:

CITY will:

- Before the start of an event, ensure that a legal guardian signs the Florida High School Athletic Association consent form attached hereto as Exhibit C or any substitute for such form provided by MEMORIAL to CITY for prior approval from time to time, (the “**MEMORIAL Consent Form**”).
- Provide each signed MEMORIAL Consent Form to the Manager or Administrative Director of MEMORIAL Sports Medicine upon request.
- Provide equipment needed for each athletic trainer during all events covered by an athletic trainer.
- Place each athletic trainer in a strategic location clearly visible by all participants.
- Place banners and/or promotional material provided by MEMORIAL in reasonable locations during all of CITY’s events.
- Provide MEMORIAL with dates of athletic activities at least one month in advance in order to allow appropriate time to arrange Athletic Trainer coverage. MEMORIAL will not be responsible for arranging Athletic Trainer coverage if it receives notice fewer than 30 days’ prior written notice from CITY of the time, date and location of an Event.
- Any other mutually agree benefits discussed with Manager or Administrative Director of MEMORIAL Sports Medicine.

MEMORIAL will provide the following MEMORIAL Services:

MEMORIAL will provide:

- Athletic Training Coverage for each of CITY’s events as requested hosted during the Term. (If more Athletic Trainer are needed CITY will coordinate with Manager or Administrative Director of MEMORIAL Sports Medicine).
- The opportunity for parents, coaches and affiliated members of CITY who may be interested in scheduling a non-emergency appointment with one of MEMORIAL’s pediatric orthopedic or sports medicine physicians to request an appointment online using the MEMORIAL website JDCH.com/Ortho. Upon receipt of such request MEMORIAL staff will use reasonable efforts to schedule the injured athlete as soon as possible. All medical emergencies should always go through the 911 emergency systems and transported to the nearest emergency department.
- Any other mutually agree benefits discussed with Manager or Administrative Director of MEMORIAL Sports Medicine.



EXHIBIT B

Payments

MEMORIAL is providing CITY with an Athletic Trainer for all practices and games for the Pembroke Pines Charter High School athletic seasons more particularly described in Exhibit D attached to the Agreement.

CITY will pay MEMORIAL Forty Thousand and No/100 Dollars (\$40,000.00) per year invoiced in two \$20,000 installments (December & April), (“ATC”).

MEMORIAL will be responsible for paying and giving the athletic trainer full benefits should state that we are providing them with an athletic trainer for all practices and games in exchange for \$40,000 annually. In the event the Parties agree to modify the scope of services pursuant to a separate agreement or amendment hereto, the total amount of compensation paid hereunder shall be adjusted on a pro rata basis accordingly.



EXHIBIT C

General Consent Form

- Attach Florida High School Athletic Association consent form.



AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION CONSENT FOR TREATMENT: U18 Sports Medicine Program

Minor's Name: _____ ("Child") Date of Birth: _____

Please list all the Minor's Medication and Medical Conditions: _____

I/We, _____ the Parent(s), Legal Custodian(s), or Legal Guardian(s) signing below, hereby authorize physicians, nurses, athletic trainers or any other healthcare provider (collectively "Providers") of Memorial Healthcare System ("MHS") to perform medical examinations, medical screenings, diagnostic screenings tests, therapies, modalities and/or any other procedure deemed necessary in order for the above Child to participate in school athletics. As required by F.S. 1014.06 (1), I specifically authorize and give permission to Providers, or someone under direct supervision of Providers, to render to my Child healthcare services should the need arise for such treatment while my Child is participating in school athletics. This consent comprises and is applicable to any kind of sports related injury that may be encountered while my Child is participating in school athletics, including but not limited to Concussion; Sudden Cardiac Arrest; Heat Related Illness; Abrasions & bruises; joint injuries such as fractures, dislocations, sprains and strains, facial injuries inclusive but not limited to nasal, orbital & oral; and rehabilitation services inclusive of post and non-post-surgical injuries. If medical necessity or emergency exists beyond that which can be reasonably dealt with on school grounds, I further authorize and give permission to Providers to arrange for professional medical transport to a medical facility. I understand that efforts will be made to contact us in the case of a medical emergency.

I understand that MHS has both employed and independent contractors who may participate in my Child's care and that these individuals are not always employees or agents of MHS. I also understand that MHS contracts with physicians and physician groups to provide services to patients and that they may be independent contractors and are not necessarily the agents or employees of MHS. I understand that MHS is not legally responsible for the acts and omissions of its independent contractors or these individuals who are not employees or agents of MHS. I acknowledge that no guarantees have been made to me regarding the results of any examination, care, or treatment provided by an MHS employee, agent, or independent contractor.

I authorize the School Board of Broward County to disclose health information from my Child's educational record to MHS. The health information consists of history, physical, examinations, medical screenings, past or present health information, or information pertaining to injury or illness that may have a bearing on my Child's ability to participate in school athletics. I authorize Providers who are employees or independent contractors of MHS to release the health information to the School Board of Broward County and its employees, school officials, coaches, teachers, and agents for the purpose determining my Child's ability to participate in school athletics. I understand that the health information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient of the information and may no longer be protected by federal confidentiality laws or MHS. I understand that, unless my Child is seen at a MHS facility, my Child is not considered a patient of MHS and no health information will be recorded in any electronic medical record maintained by MHS.

I understand that signing this Authorization is voluntary. I can refuse to sign, and MHS will not condition emergency treatment, payment, enrollment or eligibility for benefits on whether I sign this Authorization. I understand that I may revoke my authorization at any time by notifying, in writing, the MHS representative at Child's school. In the event I revoke this authorization, it will not have any effect on actions taken by MHS prior to the revocation. This authorization will be effective until revoked or until Child reaches eighteen (18) or is no longer enrolled in the School Board of Broward County.

The Parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act and the Florida Uniform Electronic Transaction Act, and any document accepted, executed or agreed to in conformity with such law will be binding on both Parties the same as if it were physically executed. The affixing of the Parties of their actual signatures to this Consent, and delivery then by facsimile or scanned copy attached to an email, shall constitute sufficient delivery, communication and record of the formation of this transaction.

PARENTS/GUARDIANS

By: _____ Relationship to Child: _____ Date Signed: _____

Printed Name: _____

By: _____ Relationship to Child: _____ Date Signed: _____

Printed Name: _____

Memorial Healthcare System
Authorization For Release Of Medical Information
Consent For Treatment: U18 Sports Medicine Program

2219-D1886 (08/09)



PATIENT LABEL



EXHIBIT D

Tentative Annual Athletic Programming

The following table represents the estimated annual services required pursuant to the Agreement based on the athletic schedules of past years. The CITY will provide the actual schedule for each athletic season at a later date. Once a schedule is received by MEMORIAL, MEMORIAL shall have fourteen (14) calendar days to identify in writing the dates/times MEMORIAL is unable to perform, failure to object to any dates/times within the period provided shall constitute acceptance by MEMORIAL. In accordance with the Agreement, MEMORIAL shall perform the required services at least to the extent identified in this Exhibit.

The tentative annual athletic programming for which services shall be provided by MEMORIAL is set forth herein below:

Season:	Sport:	Practices:	Games:
Fall:	Swimming	66	8
	Volleyball (Girls)	66	22
	Football (Boys)	66	10
	Cross-Country	66	12
	Golf		8
Winter:	Soccer	66	22
	Basketball	66	22
Spring:	Track	66	8
	Baseball (Boys)	66	22
	Water Polo	66	8
	Flag Football (Girls)	66	12
	Softball (Girls)	66	22
	Volleyball (Boys)	66	15

NOTE: if the sport does not specifically state Girls/Boys it should be the total corresponding with both.