

**AGREEMENT**  
EMERGENCY MEDICAL TECHNICIAN ACADEMY

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BARRY UNIVERSITY, INC.**  
**A FLORIDA NOT FOR PROFIT CORPORATION WHOSE MISSION IS HIGHER**  
**EDUCATION**  
(hereinafter referred to as “BARRY”),  
whose principal place of business is  
11300 N.E. 2nd Avenue, Miami Shores, FL 33161

**WHEREAS**, SBBC is desirous of making available an Emergency Medical Technician Academy for high school students attending select SBBC high schools; and

**WHEREAS**, BARRY has a licensed and accredited Emergency Medical Technician Program which provides Emergency Medical Technician education and training; and

**WHEREAS**, SBBC desires select high schools to become a site location for BARRY’s Emergency Medical Technician Program in order to make available Emergency Medical Technician education and training to its students and BARRY desires to have a site location at select SBBC high schools in order to offer Emergency Medical Technician education and training to SBBC students; and

**WHEREAS**, the parties agree that the site location shall be known as the EMERGENCY MEDICAL TECHNICIAN ACADEMY at select SBBC high schools.

**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:

**ARTICLE 1 - RECITALS**

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

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term agreement shall commence upon the execution of this Agreement by both parties and shall conclude on June 30, 2024, unless terminated pursuant to Section 3.05 of this Agreement.

2.02 **The EMT Academy.** BARRY shall operate a site location at selected SBBC high schools which shall be known as the EMERGENCY MEDICAL TECHNICIAN ACADEMY at select SBBC high schools (hereinafter “EMT ACADEMY”) in compliance with BARRY’s licensure and accreditation with the State of Florida, Department of Health, Bureau of Emergency Medical Services.

2.03 **BARRY Responsibilities.** BARRY shall:

(a) Provide a Training Coordinator for the EMT ACADEMY who shall serve as the primary liaison with the SBBC designated program administrator. The Training Coordinator’s responsibilities shall include but are not be limited to:

- 1) Continuous quality review and improvement of the educational component of the EMT ACADEMY;
- 2) Long range planning and ongoing program development;
- 3) Overseeing program effectiveness and developing systems to enhance the effectiveness of the EMT ACADEMY;
- 4) Cooperative involvement with the Medical Director;
- 5) Review of qualifications of EMT instructors.

(b) Provide the EMS Medical Director to the EMT ACADEMY. The EMS Medical Director shall have the duties and responsibilities detailed in BARRY’s Job Specifications for EMS Medical Director.

(c) Develop EMT curriculum.

(d) Maintain proper accreditation and licensure with the State of Florida.

(e) Coordinate the student field experience activities with BARRY’s EMT program affiliated fire departments, ambulance companies and hospitals listed below:

- 1) City of Miramar, Florida
- 2) City of Plantation
- 3) City of Hallandale Beach
- 4) City of Ft Lauderdale
- 5) Town of Davie
- 6) City of Hollywood
- 7) Broward Sheriff Fire Rescue
- 8) Miami Dade Fire Rescue
- 9) American Medical Response
- 10) Medics Ambulance
- 11) Miami Dade Ambulance
- 12) The Cleveland Clinic Florida

- 13) South Broward Hospital District
- 14) Nicklaus Children Hospital

- (f) Conduct periodic inventory checks of the EMT laboratory at the EMT ACADEMY and provide a complete list of inventory needs to SBBC for necessary restocking of materials, supplies and equipment.
- (g) **Notify students that enrollment in this program** requires students to submit Immunization Record and Health Certification and Immunization Compliance Record (**Appendix A**), drug screening results, and background/fingerprinting records, as required by the state of Florida, to BARRY. These records will not be disclosed by SBBC. BARRY will pay the cost of submitting all documents through Complio, a web portal service. BARRY will pay the cost of student background/fingerprint records, and drug screening. Students will also be required to have a flu shot to be able to do required clinical time at hospital.
- (h) Upon successful completion of the EMT Academy program, SBBC students will be qualified to take the state of Florida EMT Technician Exam.

2.04 **SBBC Responsibilities.** SBBC shall:

- (a) Market and promote the EMT ACADEMY to its students.
- (b) Schedule and offer courses in the EMT ACADEMY curriculum to the high school students.
- (c) Ensure students continuously meet all admissions and performance requirements in compliance with the State of Florida Department of Health accreditation standards.
- (d) Maintain necessary records of signed student forms, including the Hold Harmless agreement.
- (e) Coordinate all field experience activities with the Training Coordinator.
- (f) Provide BARRY with a list of students enrolled in each of the courses. In accordance with BARRY requirements, the list shall include student's full name, address and telephone number.
- (g) Pay BARRY the sum of One Thousand Nine Hundred Fifty dollars and 0/100 Cents (\$1,950.00) per student enrollment in the EMT ACADEMY on an annual basis. Example scenario: \$1950 x 10 students = \$19,500 annually. This fee includes instructional materials (including books), instructor fees, background screenings, shirts, lab fees, clinical labs, exam fees and state exam fees.
  - 1) Pricing is based on a cohort of 12, 18 or 24 students based on a 6:1 lab ratio.
  - 2) If a student drops the class mid-semester the fee is still due.
  - 3) State exam fee is still covered after a student graduates up to six months after graduation.

- 4) In the case in which the school pays all instructional costs including lab and clinical the fee per student is One Thousand One Hundred Fifty Dollars and 00/10 Cents (\$1,150.00).

(h) Hire Barry University EMT instructors, after their qualifications have been reviewed and approved by BARRY's EMT Program Director, on an as needed basis to meet any necessary instructional requirements for the program; instructor pay is based on Thirty Dollars and 00/100 Cents (\$30.00) hourly rate.

(i) Stock the EMT laboratory at the ACADEMY with the necessary materials, supplies and equipment.

(j) Require students to submit immunization records to BARRY prior to registering for the EMT Academy.

(k) Require parents or legal guardians of participating minor students to complete SBBC's Parental Waiver and Consent Form for the Barry Emergency Medical Technician Academy (**Appendix B**), if applicable.

(l) Require participating students eighteen (18) years of age or older to complete SBBC's Waiver and Consent Form for the Barry Emergency Medical Technician Academy (**Appendix C**), if applicable.

2.05 **SBBC Disclosure of Education Records.** Adhere to the following guidelines for the disclosure of student records:

(a) Purpose: SBBC will provide BARRY with the records listed in this section for the purpose of SBBC District School students to meet qualifications for enrollment and to provide ongoing academic advisement in course options and progression in courses at BARRY.

(b) Types of education records to be disclosed:

- 1) High School Transcript
- 2) Unweighted High School Grade Point Average (GPA)
- 3) Records of signed student forms including Hold Harmless Agreement
- 4) Either PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) scores
- 5) Student's full name, address, and telephone number

2.06 **BARRY Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, SBBC and BARRY shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any

- other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC or BARRY upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC and BARRY immediately upon discovery of a breach of confidentiality of education records. For SBBC: by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); For BARRY: Office of the General Counsel 305-899-4784. Both parties shall take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC and BARRY staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC/BARRY any direct costs incurred by SBBC/BARRY for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC and/or BARRY with the name and contact information of its employee who shall serve as SBBC or BARRY's primary security contact and shall be available to assist SBBC or BARRY in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of either SBBC or BARRY, and any party contracting with SBBC or BARRY serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC or BARRY's request, return to SBBC or BARRY

or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC/BARRY with a written acknowledgment of said disposition.

(c) BARRY shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. SBBC shall, up to the limits referenced in Section 768.28, Florida Statutes, for itself, its officers, employees, agents, representatives, contractors or subcontractors, indemnify and hold harmless BARRY and its officers and employees for any violation of this section, including, without limitation, defending BARRY and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BARRY, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon BARRY arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 Inspection of BARRY's Records by SBBC. BARRY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All BARRY's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of BARRY directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to BARRY records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to BARRY pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide BARRY reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to BARRY's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by BARRY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any BARRY's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by BARRY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BARRY. If the audit discloses billings or charges to which BARRY is not contractually entitled, BARRY shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, BARRY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by BARRY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to BARRY pursuant to this Agreement and such excluded costs shall become the liability of BARRY.

(g) Inspector General Audits. BARRY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To Insert Name:	Director, Extended Learning Barry University 11300 NE 2 <sup>nd</sup> Avenue

Miami Shores, FL 33161

With a Copy to:

Office of Legal Affairs  
Barry University  
11300 NE 2<sup>nd</sup> Avenue  
Miami Shores, FL 33161

**2.09 Background Screening.** BARRY shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of BARRY or its personnel providing any services under the conditions described in the previous sentence. *Barry* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BARRY and its personnel. The parties agree that the failure of BARRY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. BARRY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from BARR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

**2.10 Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**2.11 Liability.** 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.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By BARRY: BARRY agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by BARRY, its agents, servants or employees; the equipment of BARRY, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BARRY or the negligence of BARRY's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by BARRY, SBBC or otherwise.

2.12 **Insurance Requirements.** BARRY shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** BARRY shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** BARRY shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** BARRY shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** BARRY shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by BARRY to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk

Management Department before any work commences to permit BARRY to remedy any deficiencies. BARRY must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. BARRY is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 Incorporation by Reference. Appendices A, B and C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** 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.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title

to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR BARRY UNIVERSITY:**

(Corporate Seal)

**BARRY UNIVERSITY, INC.**

By [Signature]  
Signature

Printed Name: John Murray

Title: Provost

\_\_\_\_\_, Secretary

-or-

[Signature]

Witness

[Signature]

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 28 day of October, 2021 by John Murray of Barry University, on behalf of the corporation/agency.

He/She is personally known to me or produced as identification and did/did not first take an oath. \_\_\_\_\_ as \_\_\_\_\_ Type of Identification

My Commission Expires:

[Signature]  
Signature - Notary Public

Jasmine Trang  
Printed Name of Notary

(SEAL)



\_\_\_\_\_  
Notary's Commission No.



**Barry University  
Emergency Medical Services Program**

**Health Certification and Immunization Compliance Record**

To be completed by a licensed health care provider.

I certify that \_\_\_\_\_ has been examined by me on \_\_\_\_\_ and is found to be in good physical and mental health and appears able to undertake all aspects of the Emergency Medical Services Program with \_\_\_\_\_ or without \_\_\_\_\_ accommodation. (Please see "Core Performance Standards for Admission, Progression and Completion in the Emergency Medical Services Program.

Practitioner's name (print): \_\_\_\_\_

Practitioner's signature: \_\_\_\_\_

Licensed as (check one): ARNP \_\_\_\_\_ Physician Assistant \_\_\_\_\_ Physician \_\_\_\_\_

Licensed number: \_\_\_\_\_ State/County Licensed: \_\_\_\_\_

---

**Barry University  
Emergency Medical Services Program  
Core Performances Standards for Admission, Progression and Completion**

**Performance**

Ability to observe and communicate

**Standard**

EMTs/Paramedics must be able to observe and understand evidence about a patient's status quickly and accurately and communicate rapidly and clearly with patients and members of the work team.

**Examples of Necessary Activities**

This requires the ability to see both close and distance visual information; discern three-dimensional and spatial relationships; hear high and low pitched sounds, soft sounds and the spoken word; and communicate using the verbal and written word.

Physical capabilities and motor skills

EMTs/Paramedics are required to have the capacity to move patients in excess of 125 pounds (250 pounds with assistance) and position equipment as needed; to be sufficiently mobile to provide care to several patients at a time; and to have sufficient dexterity, hand-eye coordination and stamina to operate complicated equipment and perform procedures on patients for prolonged periods as medically required.

This requires upper and lower body strength; gross and fine motor skills; mobility, speed and dexterity in small spaces; eye-hand coordination; tactile sense for percussion, palpation and therapeutic interventions such as invasive line placement and cardiopulmonary resuscitation; and stamina

Cognitive skills and intellectual capacities

EMTs/Paramedics are expected to be able to understand, synthesize and interpret complex medical information related to patient needs and care; to demonstrate the ability to transcribe and communicate that information quickly and accurately; and to be able to distinguish standard from non-standard patterns of patient response.

This requires the capacity to understand and interpret complex information from multiple sources quickly; capacity to learn, integrate and apply new information; capacity to translate and document complex data; ability to recognize patterns or responses; ability to multitask when needed; ability to focus on the task at hand.

Decision-making skills

EMTs/Paramedics are expected to demonstrate the capacity to gather, organize, prioritize and act on information appropriately and under pressure in a manner that facilitates the delivery to patient care.

This requires the ability to intellectually organize information and prioritize actions; the capacity to identify cause/effect relationships; and make rapid decisions "on the fly."

Behavioral and social attributes

EMTs/Paramedics are expected to exhibit professionally appropriate behaviors at all times with patients, family members and with members of the health care delivery team.

These behaviors include capacities for: establishing rapport and trust with people of various sociocultural and educational backgrounds; respect for team roles and norms; preserving confidentiality; clarity of communication with patients, their families and other health care providers; timeliness in completing work. This also requires emotional maturity; ability to work in small, closed, and dark spaces for long periods; effective coping skills; ability to adjust to social situations; discretion and ability to detach.

## **Appendix B**

### **School Board of Broward County, Florida**

#### **Parental Waiver and Consent Form for participation in Barry University's Emergency Medical Technician Academy**

##### **RELEASE AND WAIVER FOR MINOR CHILD**

##### **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO SECTION 744.301, FLORIDA STATUTES.**

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY.

YOU ARE AGREEING THAT EVEN IF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

## Appendix B

In consideration of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, granting my child permission to participate in BARRY UNIVERSITY Emergency Medical Technician Academy, I \_\_\_\_\_, (parent/guardian) give permission for my child, \_\_\_\_\_, to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I, both individually and in the representative capacity of my child, agree to unconditionally release, waive, and discharge The School Board of Broward County, Florida, its, employees, agents, and servants, all hereafter referred to as "releasees", from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own and/or my child's actions or involvement with The School Board of Broward County, Florida, and/or the above listed educational programs.

I certify and warrant that my child is in good health and physical condition and is able to participate in the above activity.

Additionally, I agree that my child will adhere to all applicable rules and regulations of The School Board of Broward County, Florida and Barry University, Inc.

I have carefully read the foregoing release and waiver, including the statutory notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver, and I am signing this Release and Waiver as my own free act.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(Signature of Parent/Guardian)

By: \_\_\_\_\_  
(Printed Name of Parent/Guardian)

\_\_\_\_\_  
Name of School (Print)

## **Appendix C**

### **School Board of Broward County, Florida**

#### **Waiver and Consent Form for participation in Barry University's Emergency Medical Technician Academy**

##### **RELEASE AND WAIVER FOR STUDENT EIGHTEEN (18) YEARS OF AGE AND OLDER**

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO ENGAGING IN A POTENTIALLY DANGEROUS ACTIVITY.

YOU ARE AGREEING THAT EVEN IF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING YOUR DEATH, OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

## Appendix C

In consideration of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, granting you permission to participate in BARRY UNIVERSITY Emergency Medical Technician Academy, I, \_\_\_\_\_, wish to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I, agree to unconditionally release, waive, and discharge The School Board of Broward County, Florida, its, employees, agents, and servants, all hereafter referred to as “releasees”, from all claims and courses of action, that I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of my own actions or involvement with The School Board of Broward County, Florida, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and am able to participate in the above activity.

Additionally, I agree that I will adhere to all applicable rules and regulations of The School Board of Broward County, Florida and Barry University, Inc.

I have carefully read the foregoing release and waiver, including the notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver, and I am signing this Release and Waiver as my own free act.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_

(Signature of Witness)

By: \_\_\_\_\_

(Signature of Student, if eighteen (18) years old or older)

\_\_\_\_\_  
(Printed Name of Witness)

By: \_\_\_\_\_

(Printed Name of Student)

\_\_\_\_\_  
Name of School (Print)