

**PALM BEACH STATE COLLEGE
CLINICAL AFFILIATION AGREEMENT**

THIS AGREEMENT, made and entered into by and between the DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, a political subdivision of the State of Florida, 4200 Congress Avenue MS #60, Lake Worth, Florida 33461, hereinafter referred to as "PBSC" and the City of Delray Beach, FL, a municipal corporation, 100 NW 1st Avenue, Delray Beach, FL 33444, hereinafter referred to as "CENTER", on this 28th day of January, 2026.

W I T N E S S E T H

WHEREAS, the parties hereto desire to enter into a contractual arrangement providing for the education and training of students in the Health Sciences which may include the following: Paramedic/EMT.

WHEREAS, PBSC, has undertaken to educate and train students in Health Sciences.

WHEREAS, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of PBSC, the parties have agreed to the terms and provisions set forth below.

NOW, THEREFORE, it is agreed between the parties hereto as follows: The control of the program shall reside with PBSC. There shall be established a Business Partnership Council selected and approved by PBSC who will counsel the President and the Dean of Health Sciences in each specific program discipline.

Purpose:

The purpose of this Agreement shall be to provide clinical experience to students enrolled in the Health Sciences programs of PBSC. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

PBSC agrees to:

1. Accept eligible students in the program as regular enrollees of PBSC, subject to the rules and regulations of PBSC.
2. Select a qualified faculty.
3. Provide a PBSC approved course of study.
4. Consult with the designated person of CENTER in selecting the clinical experiences for the students of the program. A list of students and their dates of attendance will be provided to CENTER by PBSC.
5. Provide supervision for students participating in clinical experiences at CENTER.
6. Adhere to the policy and procedures established by CENTER to include Exposure Control Plan for Bloodborne Pathogens, related OSHA/Infection Control Policies, HIPPA and CENTER's policy regarding background screenings.
7. Cooperate with the CENTER staff in all matters pertaining to this course.
8. To the extent permitted by law and limited to the monetary value referenced in Section

768.28, Florida Statutes, no matter the cause of action, PBSC agrees to indemnify, defend and hold harmless CENTER from and against all claims, damages, losses, judgments, and expenses, including all reasonable legal fees and costs, if it is necessary for CENTER to defend an action arising out of any alleged acts or omissions of PBSC, its agents, servants or employees. PBSC does not waive any defenses and is not obligated to indemnify CENTER for CENTER's own negligence.

9. To inform the Program, students as participants in a clinical experience, must provide the following:
 - a. Uniforms
 - b. Meals
 - c. Laundry Service
 - d. Transportation
 - e. Physical examination and immunizations as required by the CENTER.
 - f. Hospital and medical care.
 - g. School Accident Insurance or evidence of such insurance protection.
 - h. Maintain the confidentiality of all records or information exchanged in the course of the clinical or observation experience and not disclose or reveal any confidential information to any third party without the express prior written consent of the CENTER.
10. Obtain and maintain through the Florida College System Risk Management Consortium (FCSRMC), occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering students and any faculty members for instruction/supervision of students only. PBSC shall provide a certificate of insurance to the CENTER evidencing such insurance coverage if required by the CENTER. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
11. Participating students and faculty will be required by the CENTER to execute a Hold Harmless Agreement substantially complying with the form attached hereto as Exhibit "A" and herein incorporated by reference. The CENTER reserves the right to deny acceptance or terminate continued participation in the program to any student(s) that refuse to execute a Hold Harmless Agreement.

CENTER agrees to:

1. Provide necessary facilities for clinical experiences.
2. Cooperate in the assignment of students to CENTER, such assignments to be made under the supervision of the PBSC faculty.
3. Provide liaison between a designated staff of CENTER and PBSC's administrator of the specific discipline.
4. Provide all health examinations and immunizations required by the CENTER other than the basic physical examination and initial immunization required of each student upon enrollment.
5. Cooperate with the PBSC staff in all matters pertaining to this course.
6. Grant permission to students and faculty of the course program to use the medical library at the CENTER.
7. Provide suitable area at CENTER for conferences and group training programs for the students.

8. Cooperate in obtaining guest lecturers from the staff of CENTER upon request of the Dean of Health Sciences as schedule permits.
9. Provide the COLLEGE's participating students and faculty with an orientation to the Clinical Facility, or orientation packets about the Clinical Facility, which will include training about the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to the Clinical Facility's confidentiality requirements.
10. Provide students with instruction regarding blood-borne pathogens, and how, when and why to report incidents.
11. Retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
12. Maintain all applicable accreditation requirements and certify such compliance to PBSC or other entity as requested by PBSC. CENTER shall also permit authorities responsible for accreditation of the PBSC's curriculum to inspect the CENTER's clinical facilities and services as necessary.
13. To the extent permitted by law and Section 768.28, Florida Statutes, the CENTER agrees to indemnify, defend, and hold harmless COLLEGE from and against all claims, damages, losses, judgments, and expenses, including all reasonable legal fees, and costs, if it is necessary for COLLEGE to defend an action arising out of any alleged acts or omissions of CENTER, its agents, servants, or employees.
14. Not to assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of PBSC.
15. **IF THE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

- a. COLLEGE shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the CENTER to perform the service.
 - ii. Upon request from the CENTER's custodian of public records, provide the CENTER 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 Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the COLLEGE does not transfer the records to the CENTER.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the CENTER all public records in possession of the COLLEGE or keep and maintain public records required by the CENTER to perform the service. If the COLLEGE transfers all public records to the CENTER upon completion of the Agreement, the COLLEGE shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the COLLEGE keeps and maintains public records upon completion of the Agreement, the COLLEGE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CENTER, upon request from the CENTER's custodian of public records, in a format that is compatible with the information technology systems of the CENTER.

- v. If the COLLEGE does not comply with this section, the CENTER shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

IF CENTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CENTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PBSC'S OFFICE OF THE GENERAL COUNSEL AT 561-868-3139, DENISG@PALMBEACHSTATE.EDU, 4200 S. CONGRESS AVENUE, MS #21, LAKE WORTH, FLORIDA 33461.

BOTH PARTIES agree to:

1. The validity, interpretation and enforcement of this Agreement shall be 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 to the jurisdiction of the State courts of the Palm Beach County, Florida.
2. To comply with all federal, state municipal laws, PBSC policies, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to HIPAA and FERPA requirements.
3. The term of this Agreement ("Term") shall continue for three (3) years from the last date signed. At the end of the term and any Term Extension (as defined herein), the term shall be extended for additional terms of one (1) year each (a "Term Extension"), at the sole discretion of PBSC unless either party provides the other with written notice of termination with or without cause upon at least thirty (30) days' prior written notice. Such termination shall not be effective until such time as all then enrolled students have had the opportunity to complete their prescribed program such completion not to exceed twelve (12) months, although new enrollees shall not be accepted after receipt of notice of termination.
4. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be given in writing and be delivered in person or mailed to the following address:

CENTER:
City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

COLLEGE:
Ava L. Parker, J.D.
College President
Palm Beach State College
4200 S. Congress Avenue, MS #60
Lake Worth, FL 33461

5. Any jointly agreed upon amendments can be incorporated into this agreement in writing
PBSC/City of Delray Beach

and signed by both parties at any time.

6. While enrolled in clinical experience at the CENTER, students (and faculty, if applicable), will be subject to applicable policies of PBSC and the CENTER. Students shall be dismissed from participation in PBSC's program only after the appropriate disciplinary or academic policies and procedures of PBSC have been followed. However, the CENTER may immediately remove any student who poses an immediate threat or danger on a temporary basis until PBSC disciplinary and/or academic policies and procedures are fulfilled.
7. Affirm they do not discriminate based on race, religion, national origin, gender, age, sexual orientation, or disability.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, City of Delray Beach and Palm Beach State College have duly executed this Agreement on the date first written above.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

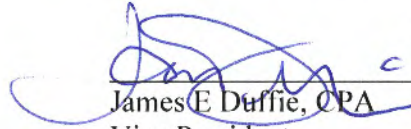
BY:

Thomas F. Carney, Jr., Mayor Date

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

DISTRICT BOARD OF TRUSTEES OF
PALM BEACH STATE COLLEGE

 02/06/2026

James E Duffie, CPA Date
Vice President
Finance and Administration

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of February, 2026, by James E Duffie (name of person), as Vice President of Finance and Administration (type of authority) for Palm Beach State College (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____



