



**Agreement for Services
for
the Development and Delivery of the Entry-Level Healthcare Training Program**

This Agreement for Services (“Agreement”) is entered into the **Effective Date** (the date this **Agreement** becomes fully executed) by and between **The Florida International University Board of Trustees** for the benefit of **Florida International University (“FIU”)**, located at 11200 S.W. 8th Street, Miami, Florida, United States of America (“USA”), and the **City of North Miami (“CNM”)**, located at **776 NE 125 Street, North Miami, FL 33161**. FIU and CNM are hereafter individually known as a **“Party”** and collectively as the **“Parties.”**

WHEREAS, CNM wishes to engage the services of FIU to provide virtually two (2) professional development programs (the **“Programs”**) to the City of North Miami’s residents, as further described in **Appendix A**. The Programs are entitled **General Health Care Assistant Program** and **Medical Terminology & Medical Office Procedures Program**. The **General Health Care Assistant Program** is scheduled to begin on **Monday, February 1st, 2021** and the **Medical Terminology & Medical Office Procedures Program** is conversely scheduled to begin on **Monday, March 1st, 2021**. As part of the requirements of both Programs, participants will be required to complete the free Coursera’s basic COVID-19 Contact Tracing online course offered by the Johns Hopkins University before they can proceed with either training.

WHEREAS, FIU’s **Academic Planning and Accountability’s Continuing Education** unit (**“APA -CE”**) shall be responsible for the management and coordination of the Programs; and,

WHEREAS, CNM agrees to pay FIU the Program Fee as set forth in **Section III, Payment Terms** of this Agreement according to the payment deadline and wire transfer payment modality contained herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Obligations of FIU APA-CE:

- A. APA-CE will provide program management to enable the implementation of the Programs. The Program management will include:
 - 1. Provide qualified instructors to enable the delivery of the Programs as set forth in **Appendix A**.
 - 2. Register the non-credit participants in Canvas.
 - 3. Provide orientation by designated trainers to review Canvas functions and tasks.

The orientation(s) will be provided during designated dates. In the case that a participant does not take advantage of the orientation(s), he/she will be given instructions in writing.

4. Provide link to complete the Free Coursera's basic COVID-19 Contact Tracing online course of the Johns Hopkins University. This course is free and available to the public. Participants will need to complete the online course and will upload their Coursera's Certificate of Completion to Canvas.
Special Note: Participants who do not complete the free Coursera's basic COVID-19 Contact Tracing online program of the Johns Hopkins University will not be able to proceed with the Programs.
 5. Conduct student support as needed. An FIU administrator will be in class for the entirety of the Programs.
 6. Provide content and training materials, as applicable, to be used by participants.
 7. Develop examinations to ensure effective learning whereby participants would need to have obtained an eighty percent (80%) or more on all required assessments in order to successfully complete the Programs.
- B. Upon the successful completion of the Programs, as set forth in **Appendix A**, APA-CE will provide participants an FIU Non-Credit Electronic Continuing Education Units (CEU) certificate. Successful completion requires participants to attend all sessions. Participants will still be required to obtain an eighty percent (80%) or more on all required assessments in order to successfully complete the Programs.
- C. APA-CE will administer a satisfaction survey to participants upon completion of the Programs. APA-CE agrees to provide CNM the anonymous results for improvement purposes in case of any future program(s).
- D. APA-CE will designate a Programs coordinator contact. The APA-CE contact will report on the progress to facilitate the implementation of the Agreement. The APA-CE Contact has been designated as the following: Ms. Militza Maldonado, Manager, Continuing Education, maldonam@fiu.edu, Telephone 305-348-9025. APA-CE reserves the right to appoint, at any time, an alternate APA-CE Contact, updating CNM, in writing, as necessary.
- E. To implement the services related to the Programs, CNM will respond to APA-CE inquiries and/or requests in a timely manner and communicate regularly with the APA-CE Contact in order to facilitate the implementation of this Program.
- F. FIU has the prerogative to ask CNM to provide evidence that the Letters of Commitment (refer to II, C below) are in place prior to the launch of the Programs.
- G. Participants will not be able to be incorporated into a Program past the first week of the Program launch (i.e., a rolling registration cannot be maintained throughout the course of a Program).

II. Obligations of CNM:

- A. CNM will be responsible for the recruitment of participants of both Programs and certification of age, residency, and other qualifications as set forth by the CNM.
- B. CNM shall provide APA-CE with accurate registration information of participants of both Programs. Registration information should include participants' full name, telephone number, and e-mail address. CNM acknowledges that this registration information is

necessary to enable FIU to properly deploy the Programs. CNM shall submit a list of final Program participants to APA-CE on, or before, **Friday, January 15th, 2021**, in terms of the deployment of the **General Health Care Assistant Program** and, conversely, on, or before, **Friday, February 19th, 2021**, for the **Medical Terminology & Medical Office Procedures Program**.

- C. As conveyed by CNM to Program participants, participants must agree to abide by all State of Florida statutes and The Florida International University Board of Trustees' regulations, policies and procedures, including those establishing the guidelines for the repopulation of the campuses, see <http://regulations.fiu.edu/regulation>. In addition, CNM must develop a Letter of Commitment requiring participants to commit to Program requirements and expectations.
- D. CNM represents and warrants that all Program participants fulfill the following characteristics and/or educational background:
 - 1. Are 18 years old or older.
 - 2. Have a high school degree.
 - 3. Have an interest in seeking career opportunities in healthcare.
- E. CNM will ensure that participants have available laptops, computers and/or other electronic device to be able to carry out the training coursework. Hardware and operating systems must be compatible to support online learning.
- F. CNM will provide marketing assistance to support the Programs. Prior to any marketing by CNM, CNM will seek FIU's feedback and/or approval on any marketing or recruitment materials.
- G. CNM shall pay FIU the Programs Fee in accordance with the payment terms and schedule as set forth in **Appendix B** of this Agreement.
- H. CNM will designate a Program coordinator contact ("**CNM Contact**"). The CNM Contact will report on progress to facilitate the implementation of the Agreement. The CNM Contact has been designated as the following: Ms. Tanya Wilson, City of North Miami Community Planning & Development, twilson@northmiamifl.gov, Tel. 305-895-9828.
- I. To implement the services related to the Programs, CNM will respond to FIU inquiries and/or requests in a timely manner and communicate regularly with FIU in order to facilitate the implementation of this Agreement.

III. Payment Terms:

- A. CNM will pay FIU a fee equal to USD One Thousand Six Hundred Dollars (\$1,600.00) per participant, for a minimum of twenty-two (22) participants and a maximum of twenty-five (25) participants for the delivery of the **General Healthcare Assistant Program**. In addition, CNM will pay FIU a fee equal to USD One Thousand Five Hundred Dollars (\$1,500.00) per participant, for a minimum of twenty-two (22) participants and a maximum of twenty-five (25) participants for the delivery of the **Medical Terminology & Medical Office Procedures Program**. The total cost for both Programs is, at minimum, based on twenty-two (22) participants in each Program, USD Sixty-Eight Thousand Two Hundred Dollars (\$68,200.00). **Appendix B** carries the payment transfer instructions. Payment for both Programs is due on **Wednesday, December 30, 2020**. The Fee covers Programs instruction and items listed in **Section I, "Obligations of FIU APA-CE."**
 - 1. If, at a minimum, twenty-two (22) participants are not enrolled in each

Program per the deadlines indicated above in Section II.B., FIU reserves the right to cancel or postpone the implementation of each Program unless the CNM guarantees payment for twenty-two (22) participants for each Program.

- B. The **General Healthcare Assistant Program** Fee includes only the following:
- 1.Management and coordination of the Program as specified in **Section I**.
 - 2.Development and delivery of the non-credit virtual instruction.
 - 3.Program course materials, as applicable, including the Basic Life Support (BLS) Certification Program Material (Cardiopulmonary Resuscitation-CPR and Automated External Defibrillator-AED) and First Aid Certification.
 - 4.FIU Non-Credit Electronic Continuing Education Units (CEU) for those participants who have obtained an eighty percent (80%) or more on all required assessments.
 - 5.Overall Program evaluation upon completion of the Program.
- C. The **Medical Terminology & Medical Office Procedures Program** Fee includes only the following:
- 1.Management and coordination of the Program as specified in **Section I**.
 - 2.Development and delivery of the non-credit virtual instruction.
 - 3.Program course materials, as applicable.
 - 4.FIU Non-Credit Electronic Continuing Education Units (CEU) for those participants who have obtained an eighty percent (80%) or more on all required assessments.
 - 5.Overall Program evaluation upon completion of the Program.
- D. The Program Fees do **not** include the following:
- 1.Applicable bank fees, taxes and levies as a result of Payment Fee transfers to FIU;
 - 2.Coursera’s basic COVID-19 Contact Tracing online course, offered for the public by the Johns Hopkins University and,
 - 3.Any other expenses not specified in the preceding paragraph.
- E. **Cancellation Policy and/or Refunds for the General Health Care Assistant Program:** In the event that CNM has less than twenty-two (22) participants by **Friday, January 15th, 2021**, either CNM or FIU will proceed to cancel and/or postpone the Program, or CNM will commit to paying USD One Thousand Six Hundred Dollars (\$1,600.00) per participant, for a minimum of twenty-two (22) participants in order to deploy the **General Healthcare Assistant Program**.
- F. **Cancellation Policy and/or Refunds for the Medical Terminology & Medical Office Procedures Program:** In the event that CNM has less than twenty-two (22) participants by **Friday, February 19th, 2021**, either CNM or FIU will proceed to cancel and/or postpone the Program, or CNM will commit to paying USD One Thousand Five Hundred Dollars (\$1,500.00) per participant, for a minimum of twenty-two (22) participants in order to deploy the **Medical Terminology & Medical Office Procedures Program**.
- G. In the case that the Programs are cancelled due to insufficient enrollment and/or CNM’s inability to guarantee payment per a minimum of twenty-two (22) participants in each Program and resources have been deployed by FIU in customizing the Programs, FIU will communicate, in writing, to CNM the expenses incurred in contracting experts and

program coordination, as examples, and CNM would agree to provide payment for such expenses.

- H. FIU will not be responsible for any fees associated with the cancelation or any additional costs incurred by CNM or any of its participants and/or affiliated personnel.

IV. **ADDITIONAL PROVISIONS**

- A. FIU is not responsible for any obligations incurred by CNM related to any grants, or other fund sources used by CNM to contract with FIU and developed and implement the Programs. CNM is solely responsible for any obligations that arise from such grant, such as reporting, auditing, and/or accountability measures.
- B. **Ownership of Works.** With the exception of the Johns Hopkins University's Coursera's basic COVID-19 Contact Tracing online program, any and all reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "**Works**"), whether of a technical nature or not, provided by FIU to CNM in association with this Program shall be the sole and exclusive property of FIU. Prior to obtaining FIU's prior written consent, CNM shall not disclose the Works to (i) any of its employees or agents who was not a Program participant, or (ii) any third parties. Additionally, CNM shall similarly cause its Program participants to not disclose the Works to any of its employees or agents who were not a Program participant or any third Party unless the Program participant has received prior written consent from FIU. This provision shall survive the termination or expiration of this Agreement.
- C. In the event of improper disclosure contrary to the terms contained herein by CNM or any of its Program participants, CNM shall indemnify FIU for any and all costs, including reasonable attorneys' fees, incurred by FIU to regain ownership of its Works. CNM shall assist FIU in obtaining and maintaining, for FIU's benefit, copyrights and other relevant legal protections in the Works and CNM shall execute and cause its Program participants to execute such further instruments as FIU may reasonably require as evidence of its ownership of such rights. This Section shall survive the expiration or termination of this Agreement.
- D. With the exception of Johns Hopkins University's Coursera's basic COVID-19 Contact Tracing online program, FIU reserves all intellectual property rights in all documents provided to Program participants in connection with the Programs and in all trademarks, software, patents, expertise and designs, other than any intellectual property rights owned by CNM. CNM are not authorized to copy, modify or provide the foregoing to third parties. In terms of copyright, if CNM uses copyrighted materials or documents not owned by CNM ("Copyrighted Materials") in CNM's and/or instructors' performance of this Letter Agreement, CNM represents and warrants that it either owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Otherwise, CNM will, at their expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by a settlement or final judgment that is based on a claim that FIU's collaboration in this Letter Agreement or the use of the Copyrighted Materials on

FIU's premises infringes a trademark or copyright of a third Party. This provision shall survive the implementation of the Programs.

- E. Except as otherwise authorized in writing by FIU and/or CNM shall do business in its own name and shall not trade upon the name or credit of FIU. All brochures, advertisements, website materials, or other solicitations for the Program that include reference to FIU, regardless of medium and language, shall be subject to FIU's prior written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of this Agreement. The Parties agree that upon FIU's and/or CNM's request, any information presented by the other Party in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used, shall be immediately retracted and/or withdrawn. This Agreement confers no rights upon CNM to use the logos, marks and likeness of FIU in any advertising except as authorized by FIU in writing.
- F. Neither FIU and/or CNM may use the **Southern Association of Colleges and Schools' Commission on Colleges' ("SACSCOC")** logo in connection with this Agreement. The use of this logo is reserved exclusively for SACSCOC, FIU's accrediting body.
- G. **Force Majeure.** If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either CNM or other occurrence beyond the reasonable control of either CNM, either CNM or FIU is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that CNM shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either CNM or FIU is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of educational programs and services, FIU and/or CNM would have at least two (2) months to coordinate the resumption of activities per this Agreement.
- H. **Indemnification.** FIU shall indemnify, defend and hold CNM, employees and agents harmless against any claim, including costs and reasonable attorney's fees, in which CNM is named as a result of the negligent or intentional acts or failure to act by FIU, its Program participants, its officers, directors, employees or agents (including subcontractors if applicable), while performing its obligations pursuant to this Agreement. Nothing herein is intended to alter or waive the CNM's entitlement to sovereign immunity, or to extend CNM's liability beyond the limits established in Section 768.28, Fla. Stat.

CNM shall indemnify, defend and hold FIU, The Florida International University Board of

Trustees, the Florida Board of Governors and the State of Florida, its officers, directors, trustees, employees and agents harmless against any claim, including costs and reasonable attorney's fees, in which FIU is named as a result of the negligent or intentional acts or failure to act by CNM, its Program participants, its officers, directors, employees or agents (including subcontractors if applicable), while performing its obligations pursuant to this Agreement. Nothing herein is intended to alter or waive the FIU's entitlement to sovereign immunity, or to extend FIU's liability beyond the limits established in Section 768.28, Fla. Stat.

- I. **Independent Contractor.** In the performance of their obligations under this Agreement, each Party is at all times acting and performing as an independent contractor with respect to the other Party, and no Party shall have or exercise any control or direction over the method by which the other Party shall perform such work or render or perform such services and functions. It is further expressly agreed that no work, act, commission or omission of any Party, its agents, servants or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any Party, its agents, servants or employees, an agent, servant, representative, or employee of, or joint venture with, the other Party.
- J. **Enforceability.** In the event that one (1) or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations of the State of Florida, such provision will not have any effect on the validity of the remainder of this Agreement which shall be construed as if such unenforceable provision was never contained in this Agreement.
- K. **Term/Termination.** The Agreement becomes effective on the Effective Date. The duration of this Agreement would be for one (1) year (s), at which time it would be reviewed for possible renewal. Within the span of one (1) year (s), however, FIU and CNM may decide to implement more than one (1) program session, depending on the demand for the program. In the event of a breach of this Agreement by either Party, the non-breaching Party shall, at this option, cancel this Agreement by forwarding written notice of the same to the other at the addresses provided in the Notice paragraph below. Upon such notice, neither Party shall be liable to the other for any liquidated or non-liquidated damages under this Agreement.
- L. **Waivers.** It is expressly understood that if either Party, on any occasion, fails to perform any term of this Agreement, and the other Party does not enforce that term, the failure to enforce on that occasion shall not constitute a waiver of that term by the other Party. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- M. **No Implied Modifications.** This Agreement sets forth the full and complete agreement of the Parties, and both Parties warrant that there have been no promises, obligations or undertakings, oral or written, other than those set forth herein.

- N. **Modification.** This Agreement cannot be amended or otherwise modified except as agreed to in writing by each of the Parties hereto.
- O. **Governing Law.** The performance of this Agreement is subject to the Constitution and laws of the USA and of the State of Florida and FIU policies, including the Guidelines for Repopulating FIU Campuses and Regional Academic Locations, the regulations of the Florida Board of Governors and The Florida International University Board of Trustees as well as the City of North Miami Code of Ordinances, policies and procedures.
- P. **Applicable Law.** This Agreement shall be interpreted according to the laws of the State of Florida, with exclusive venue in the courts of Miami-Dade County, Florida, without regard to conflicts of law principles and, regardless of where the obligations undertaken herein are to be performed.
- Q. **Assignment.** Neither Party may assign, delegate or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party.
- R. **Public Records.** Notwithstanding any other provision of this Agreement, nothing contained herein shall prohibit FIU and CNM from complying with the provisions of Florida's Public Records Law contained in Chapter 119 of the Florida Statutes. The Parties may terminate this Agreement at any time for refusal by the other Party to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the other Party in conjunction with this Agreement.
- S. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- T. **Termination for Convenience.** This Agreement may be terminated by either Party, at any time and for any reason, upon no less than thirty (30) days' notice prior written notice, to the other Party. Such written notice shall specify the exact date of termination.
- U. **Guarantees of Employment.** FIU cannot make any guarantees that as a result of participation in the training Program described under this Agreement, participants will be able to advance careers, obtain any certification, or life prospects. FIU is not responsible for any misinterpretation, intended or otherwise, related to employment and/or enhanced career prospects made in marketing communications, ads, etc. by CNM.
- V. The provisions of the Agreement are expressly limited to the relationship between CNM and FIU APA-CE with respect to the educational undertaking herein described. Nothing herein shall prevent either CNM or FIU from embarking upon other or additional programs.

W. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified US mail, postage prepaid, addressed to the Parties as set forth below (except that a Party may, from time to time, give notice of a change of the address for this purpose).

If to CNM:
Theresa Therilus, Esq.
City Manager
City of North Miami
776 N.E. 125 Street
North Miami, FL 33161

If to FIU:
Jorge N. Zumaeta, Ph.D.
Senior Director
Academic Planning and
Accountability-Continuing Education
11200 SW 8th Street
MARC 251
Miami, FL 33199, USA

With copies to:
Jeff P. H. Cazeau, Esq.
City Attorney
City of North Miami
776 N.E. 125 Street
North Miami, FL 33161

Tanya Wilson, AICP
Planning Zoning & Development Director
Community Planning & Development
12400 NE 8 Avenue
North Miami, FL 33161

This Agreement may be executed (including by electronic transmission) with counterpart signature pages or in several counterparts, each of which will be deemed an original and all of which will together constitute one and the same instrument.


The individuals signing this Agreement represent that they have the requisite authority to bind their respective institutions.

City of North Miami:


DocuSigned by:

By: Arthur H. Sorey, III
Name: Arthur H. Sorey, III
Title: Deputy City Manager
Date: 12/18/2020

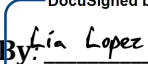
**The Florida International University
Board of Trustees:**

DocuSigned by:

By: Elizabeth M. Bejar
Name: Elizabeth M. Bejar, Ph.D.
Title: Senior Vice President for Academic
and Student Affairs
Date: 12/18/2020


Approved as to Form and Legal Sufficiency:

DocuSigned by:

By: _____
8AF8443D714D491
Name: Jeff P. H. Cazeau
Title: City Attorney
Date: 12/16/2020

Approved as to Form and Legal Sufficiency:

DocuSigned by:

By: _____
69B581DDE20C4B2
Name: Lia C. Lopez
Title: Law Fellow
Date: 12/18/2020

ATTEST:

DocuSigned by:

By: _____
BB47A1574B262492
Vanessa Joseph, Esq.
City Clerk