

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2022-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING ACCEPTING A \$3,000 PER STUDENT AWARD FROM CommHIT IT, INC. FOR RURAL ROADS TO CONNECTED CARE DIRECT CARE TRAINING**

**WHEREAS**, the of Marathon, FL has submitted an Incumbent Worker Application to CommHIT, Rural Roads to Connected Care for participation in their initiative to provide direct health care training to rural fire departments and other direct health care workers.

**WHEREAS**, the City of Marathon, FL will accept a \$3,000 per student award from the providers, with no local match to provide direct health care training to approximately 15 first responders;

**WHEREAS**, the Marathon City Council believes updated and current training is essential to the members of the Marathon Fire Department

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein

**Section 2.** The Marathon City Council will collaborate with the CommHIT Rural Roads to Connected Care program to carry out this grant.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11<sup>th</sup> DAY OF JANUARY 2022.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
John Bartus, Mayor

AYES: Cook, Gonzalez, Zieg, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

*Diane Clavier*

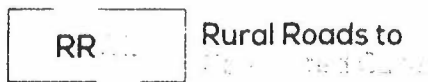
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

*St. W. Williams*

\_\_\_\_\_  
Steve Williams, City Attorney



# INCUMBENT WORKER AGREEMENT

<b>Organization Name:</b>	City of Marathon Fire Rescue
<b>Contact Name:</b>	Deputy Fire Chief Cameron Bucek
<b>Address:</b>	8900 Overseas Highway, Marathon, FL 33050
<b>Phone Number:</b>	305-743-5266
<b>Email Address:</b>	bucekc@ci.marathon.fl.us
<b>Effective Date:</b>	11/30/2021

The terms and conditions of the Incumbent Worker Agreement (“Agreement”) is made as of the Effective Date set forth above between CommunityHealth IT, Inc. (CommHIT) having its principal place of business at Astronaut Memorial Foundation S.R. 405, Bldg M6-306, Kennedy Space Center, FL 32899 and “Organization” identified above. Organization and CommHIT are sometimes referred to in this Contract as a “Party” and together are sometimes referred to in this Contract as the “Parties.”

## RECITALS

- A. CommHIT is a non-profit 501(c)(6) that CommunityHealth IT, Inc. (CommHIT), was established in 2011 to help rural and underserved communities have the same access to health and human resources and capabilities as their urban counterparts do.
- B. CommHIT received an H-1B grant from the U.S. Department of Labor (DoL), entitled the Rural Roads to Connected Care (RRCC) program, to increase the number of skilled workers in direct care health occupations in rural Florida.
- C. RRCC is to provide 250 eligible individuals in rural Florida communities with up to \$3,000 in grant-funded job training, instructional services, certification exams, and support to prepare them for select direct care health occupations.
- D. Execution of this Agreement indicates that Organization is aware and approves that one or more of their incumbent employees may receive up to \$3,000 each in grant-funded job training, instructional services, certification exams, and support.
- E. In order for an incumbent worker to receive RRCC funding, U.S. DoL requires that Organization signs Agreement before any employees are registered in the RRCC program.
- F. Organization must be located in a rural area as defined by the Federal Office of Rural Health Policy (FORHP).
- G. Eligible employees may train for occupations that require direct care of patients (see Exhibit 1 for the Targeted Occupations List).
- H. CommHIT does not pay Organization or employee any RRCC funds. Through RRCC, CommHIT compensates directly the supplier of the training, exam, or support.
- I. RRCC does not require a match by Organization or employee.

Therefore, in consideration of the mutual covenants and promises set out below, the Parties contract as follows:

- 1. **Damage Limitations.** In no event shall either party be liable to the other party for direct, incidental, indirect, reliance, special, punitive or consequential damages or for any lost profits or lost revenue arising from acts under this agreement even if such party has been advised of the possibility of such damages. CommHIT is not responsible for i) any cost or expense arising from personal injury to or death of any person or persons, or ii) loss or damage to any property, including loss of use thereof, caused directly or indirectly by the torts, negligent acts or omissions, intentional acts, violations of law, or acts which are outside the scope of

## INCUMBENT WORKER AGREEMENT

Agreement, by Organization or its principals, members, directors, executive staff, officers, agents, contractors, subcontractors, and employees, or any person or entity under its control in connection with their performance of Agreement, and iii) for the loss or damage to the property of Organization or its principals, members, directors, executive staff, officers, agents, contractors, subcontractors, and employees.

2. **Indemnification.** CommHIT gives no indemnity to Organization for the acts or omissions of CommHIT, Organization, or participating Employees.
3. **Agreement Assignment.** Neither party may assign Agreement, or its rights and obligations hereunder, without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of, the parties and their respective successors and permitted assigns.
4. **Termination of Agreement.** The term of participation in the RRCC will be through the completion of the grant program (Effective Date through Jan 31, 2025). This Contract is subject to immediate modification or termination by CommHIT due to unilateral actions taken by DoL. Such actions include, but are not limited to, the withdrawal of funding or continued authorization of the program activities that enable this Agreement. This Agreement shall terminate immediately if:
  - CommHIT is dissolved or liquidated
  - Organization is dissolved or liquidated
5. **Choice of Law and Venue.** The Agreement is governed by and will be construed in accordance with the laws of the State of Florida. Each party agrees that exclusive venue for all actions relating in any manner to the Agreement will be in a federal or state court of competent jurisdiction located in Duval County, Florida. Any action relating to the Agreement must be commenced within one year after the date upon which the cause of action accrued.
6. **Federal and State Laws.** CommHIT and Organization shall be responsible for complying with any and all local, state and federal laws, rules, and regulations.
7. **Modification of Contract.** The parties may modify this agreement only through a written modification that both parties have signed. All changes will be highlighted or annotated for applicability and submitted to parties via an addendum to the original Agreement, requiring Organization and CommHIT authorizing signatures.
8. **Entirety of Agreement.** Agreement comprises the entire Contract between the parties. No representation, modification or amendment to this Agreement, whether oral or written, shall be effective unless it is in writing and signed by CommHIT if unilateral or the Parties hereto if bilateral. This agreement is fully integrated and no other terms or conditions are binding on the parties. The Recitals written above are part of Agreement.

**INCUMBENT WORKER  
AGREEMENT**

9. **Notices.** All notices, requests, consents and other communications required or permitted under this agreement shall be in writing and shall be sent via electronic mail. Each such notice shall be deemed delivered on the date emailed. Notices shall be emailed to:

Contact:	Kendra Siler, PhD President
Email	<a href="mailto:Kendra.Siler@CommunityHealthIT.org">Kendra.Siler@CommunityHealthIT.org</a>
Phone	904.318.5803

Contact:	
Email	
Phone	

**SIGNATURES**

The Parties to this Agreement respectively sign this Agreement and represent that each has the legal authority to commit to and perform this Agreement.

**CommHIT**



\_\_\_\_\_  
*Authorized Signature*

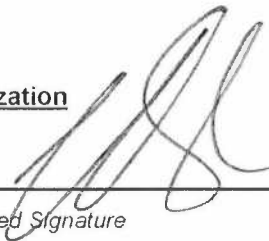
Kendra Siler, PhD

\_\_\_\_\_  
*Printed Name*

President

\_\_\_\_\_  
*Title*

**Organization**



\_\_\_\_\_  
*Authorized Signature*

Cameron Bucek

\_\_\_\_\_  
*Printed Name*

Deputy Fire Chief

\_\_\_\_\_  
*Title*

**EXHIBIT 1**

Targeted Occupations List

Targeted occupations include:

- Community health worker (CHW)
- Dental assistant
- Diagnostic medical sonographer
- Home health aide
- Licensed practical nurse (LPN)
- Licensed vocational nurse (LVN)
- Registered nurse (RN)
- Medical assistant (MA)
- Emergency medical technician
- Community paramedic
- Certified paramedic
- Critical care transport paramedic
- Emergency medical responder
- Child, family, and school social worker
- Mental health counselor
- Psychiatric technician
- Substance abuse and behavioral disorder counselor