

## **AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Florida Medical Training Institute whose address is 4400 West Sample Road, Suite 134, Coconut Creek, Florida 33073, hereinafter referred to as the SCHOOL, and **Coral Gables Fire Rescue Department** hereinafter referred to as the AGENCY, whose address is **2815 Salzedo Street, Coral Gables, Florida 33134.**

## **WITNESSETH**

WHEREAS the AGENCY and the SCHOOL desire that the public interest be served by ensuring a continuing source of competent health care professionals; and

WHEREAS the SCHOOL desires that the student enrollment in the programs, as noted on the list attached hereto and incorporated by reference as Attachment "A", obtain clinical experience at the AGENCY; and

WHEREAS the AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate EMS personnel;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties agree as follows:

### **1. INTRODUCTION**

The above recitals are true and correct. The SCHOOL and the AGENCY agree that they each have the option, but not the obligation, of having Florida Medical Training Institute students designated by the SCHOOL participate in training at the AGENCY's facilities in any of the programs listed in Exhibit "A" attached hereto and incorporated herein as reference. The terms of this Agreement shall govern if Florida Medical Training Institute students designated by the SCHOOL do in fact participate in training at the AGENCY.

### **2. FACILITIES**

The AGENCY agrees to make available, as practical, certain facilities to the SCHOOL in order to provide clinical experience for the programs indicated on Attachment "A". The facilities to be made available consist of:

- a. Space for group assembly as available.

- b. Cafeteria facilities, if available, for the students and the SCHOOL faculty only on days while on assignment at the AGENCY. The cost of meals at the same is to be paid by faculty members and students.
- c. Access to AGENCY library facilities, if available, as consistent with the needs of the AGENCY staff members.
- d. Emergency outpatient treatment, in case of accident or illness, to students while in the AGENCY for clinical experience, providing the AGENCY has emergency outpatient facilities. Neither the AGENCY nor the SCHOOL is responsible for students' emergency room charges, including private physician services, rendered to the student in said AGENCY.

### **3. PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS**

- a. The SCHOOL shall require that the students and faculty attend AGENCY orientation(s) scheduled to acquaint the SCHOOL's students and faculty with the AGENCY's rules and regulations. The SCHOOL's students shall be required to wear identification mandated by either the School, the agency, or both, in accordance with policies of the AGENCY and the SCHOOL.
- b. The AGENCY shall not substitute students of the SCHOOL for paid AGENCY staff for any purpose, function or task while the students are attending clinical courses and no student shall be considered to be an employee of the AGENCY during clinical courses.
- c. The AGENCY shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and shall not discriminate against any person because of race, color, creed, sex, age, national origin or handicap.
- d. The instructional schedule for the clinical experience of the students shall be planned jointly by the Chairperson/Director or Clinical Coordinator (where applicable) of each particular SCHOOL program, and the AGENCY's designated representative(s). The instructional schedule as mutually agreed upon by both parties to the AGREEMENT shall, whenever possible, be submitted in writing to the respective AGENCY and SCHOOL authorities at least (30) days prior to the beginning of such schedule.
- e. The SCHOOL may appoint SCHOOL faculty for any given program. The SCHOOL appointed faculty may provide direct instruction through demonstrating all aspects of client care appropriate to the specific program as well as supervising student(s) performance of client care. Clinical instruction may also be provided by the AGENCY from its staff, and assigned according to Paragraph 2 (d) above. When applicable, the AGENCY shall only assign personnel with appropriate licensure, certificates, or

- other documentation which meet applicable AGENCY and SCHOOL standards of accreditation/licensure.
- f. The responsibility of AGENCY staff for clinical experiences of the SCHOOL students may include as appropriate to the specific program;
    - 1) direct instruction and supervision of the SCHOOL students according to the respective course description and/or syllabus, cooperating therein with the SCHOOL faculty member to supervise said course;
    - 2) periodic evaluation of the SCHOOL's students progress as required by the SCHOOL;
    - 3) provide the Chairperson/Director or Clinical Coordinator (where applicable) of each SCHOOL program on a periodic basis, the proposed schedule for clinical instruction for ensuing instructional period: and
    - 4) being available for scheduled and unscheduled conferences at reasonable times with the SCHOOL students and/or faculty supervisor.
  - g. Annually, each SCHOOL faculty assigned to a specific program will meet with the AGENCY representatives to coordinate the progress of the course of instruction and to determine its effectiveness.
  - h. The SCHOOL shall:
    - 1) go through the proper channels at the AGENCY in planning clinical experience;
    - 2) arrange meetings with the appropriate AGENCY clinical staff to review and evaluate the progress of clinical instruction as needed;
    - 3) discuss the SCHOOL methods for student evaluation with the AGENCY;
    - 4) inform the AGENCY's clinical staff as to the extent of the academic preparation of the students for the purpose of assignments of the students to the appropriate level of clinical experience;
    - 5) the SCHOOL and the AGENCY shall mutually agree upon the health forms and documentation required for the SCHOOL's students to participate in the AGENCY's clinical experience. Upon the AGENCY's written request, the SCHOOL shall provide the AGENCY with copies of the required student health forms and documentation; and
    - 6) ensure that all students have liability insurance.
  - i. The AGENCY maintains ultimate responsibility for the care and safety of its patients. Therefore, the AGENCY reserves the right to refuse its facilities and services to any SCHOOL student or faculty member who does not meet the AGENCY's professional or other requirements or any appropriate authority controlling and directing said AGENCY;
    - 1) Except in the event of a threat to patient safety (which is addressed below), the

AGENCY shall notify and consult with the SCHOOL prior to;

- a) Refusing its facilities and services to a SCHOOL faculty member or a SCHOOL student; or
- b) Removing a SCHOOL faculty member or a SCHOOL student from their clinical assignment at the AGENCY

If after consultation is deemed necessary, the SCHOOL shall temporarily remove the SCHOOL faculty member or the SCHOOL student (where applicable) from the clinical assignment at the AGENCY pending review and resolution of the matter. If after review and resolution of the matter, the AGENCY determines that the SCHOOL faculty member or the SCHOOL student may not continue their clinical assignment at the AGENCY, the AGENCY shall notify the SCHOOL both verbally and in writing. The SCHOOL's campus Administrator shall then institute appropriate SCHOOL policies and procedures. The AGENCY or the applicable authority shall provide the SCHOOL with all written documentation pertaining to the AGENCY's actions undertaken in connection with this provision. The AGENCY shall fully cooperate and participate where necessary, in the SCHOOL's due process review of the SCHOOL faculty member or the SCHOOL student (where applicable). In the event of a threat to patient safety, which shall be determined by the AGENCY in its sole discretion, the AGENCY shall have the right to immediately refuse its facilities and services and to remove a SCHOOL faculty member or a SCHOOL student (where applicable) from their clinical assignment at the AGENCY. In this event, the AGENCY shall verbally notify the SCHOOL immediately thereafter and then follow the procedures outlined herein.

#### **4. INSURANCE**

During the term of this Agreement, the SCHOOL's students and faculty members shall be required to have professional liability insurance coverage with limits of \$1,000,000 per incident and \$3,000,000 aggregate liability. A certificate of insurance or other acceptable documentation in evidence of compliance with paragraph shall be filed with the AGENCY. The City of Coral Gables, Florida, must be listed as an additional insured on the SCHOOL's Certificate of Insurance / Policy.

#### **5. TERM OF AGREEMENT**

This AGREEMENT shall be in effect for one year except that either party hereto may terminate this AGREEMENT upon sixty (60) day written notice, with or without cause.

## **6. MISCELLANEOUS**

### **a. Entire Agreement**

This Agreement sets forth the entire Agreement and the understanding of the parties as to the matters contained here. This Agreement shall not be modified or amended except in writing and signed by both parties with the same formalities as this Agreement.

### **b. Survival**

All covenants and agreements, which by their respective terms are intended to survive the consummation of the transaction contemplated by this Agreement, shall survive the expiration or earlier termination of this Agreement.

### **c. Status of Parties**

The parties expressly intent that as to this Agreement, the parties shall be independent contractors, have no relationship other than the one created by this Agreement, and shall not receive any benefits other than those expressly proven herein. Further, the parties expressly intend that no agent, contractor, employee of one party shall be deemed an agent, contractor, employee of the other party.

### **d. Benefit/Assignment**

Subject to provisions herein to the contrary, this Agreement shall insure to the benefit of and being binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement without prior written consent of the other Party, the consent of which shall be given at that Party's sole discretion.

### **e. Cooperation of Parties**

The parties agree to periodically review and discuss the operation of this Agreement to insure that each party's objectives hereunder are being satisfied. The parties shall confer as otherwise necessary to the administration of this Agreement.

### **f. Waiver of Breach**

The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate, or be construed to constitute, a waiver of any subsequent breach of the same, or any breach or violation of any other provision hereof. All remedies, either under

this Agreement, or by law or otherwise afforded, will be cumulative and not alternative. All waivers to be effective shall be in writing by duly authorized officer of the waiving Party.

**g. Notice**

Any notices required or permitted under this Agreement shall be served personally or by certified mail return receipt requested at the addresses set forth on the first page of this Agreement.

**h. Choice of Law**

This Agreement is governed by and shall be construed according to the laws of the State of Florida.

**i. Laws Applicable to the SCHOOL**

Florida Medical Training Institute is organized under the laws of the State of Florida and the rules of the State Board of Education, Commission for Independent Education. Is a political subdivision of the State of Florida, and as such, must operate in accordance with the statutes of the State of Florida and the rules of the State Board of Education, Commission for Independent Education. This Agreement must be modified in accordance with any statutory requirement of the State of Florida in order to remain compliant with policy.

**j. Selection of Forum: Venue, Service of Process**

The parties hereby irrevocably submit in any suit, action or proceeding arising out of or relating to the Agreement or any transaction contemplated hereby to the exclusive jurisdiction of the United States District Court for the Southern District or if jurisdiction is not available therein the jurisdiction of any state court in Dade County, State of Florida, and waive any and all objections to such jurisdiction or venue that they may have under laws of any state or country, including without limitation, any argument that jurisdiction, suits and/or venue are inconvenient or otherwise improper. Each party further agrees that process may be served upon such Party in any manner authorized under the laws of the State of Florida, and waives any objections that such Party may otherwise have such process.

**k. Compliance with Applicable Laws**

Each Party to this Agreement agrees to comply with all applicable federal, state, and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedence over any provision of this Agreement.

**I. Severability**

If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Parties under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been compiled a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision similar to such illegal, invalid or unenforceable provision as may be possible.

**m. Signature**

The Agreement is entered into voluntarily by the signatories to this document.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

FOR: Contract Affiliation Agreement having Florida Medical Training Institute EMS (EMT/Paramedic) Students attend State required Ride-A-Longs on a licensed/Bureau of EMS approved ambulance of the City of Coral Gables Fire Rescue Department meeting clinical (Field) internship training of said Program(s).

**ATTEST:**

**FLORIDA MEDICAL TRAINING INSTITUTE**

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

*[Signature]*  
Signature

*Billy Christensen*  
Printed Name

*Aug 31, 2009*  
Date

**ATTEST:**

**FOR THE CITY OF CORAL GABLES**

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

Signature

Pat Salerno  
City Manager

\_\_\_\_\_  
Date

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

Signature

Walter J. Forman  
City Clerk

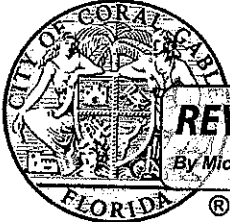
\_\_\_\_\_  
Date

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

Signature

Elizabeth M. Hernandez  
City of Coral Gables  
City Attorney

\_\_\_\_\_  
Date

ACORD		CERTIFICATE OF INSURANCE			ISSUE DATE	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			6/2/2009	
Ranew Insurance Agency, Inc. 966 S. Wickham Rd., Ste. 102 West Melbourne, FL 32904 Phn: (321) 722-2338 Fax: (321) 722-2158		COMPANIES AFFORDING COVERAGE				
INSURED Florida Medical Training Institute 478 N. Babcock St. Melbourne, FL 32935 <u>Locations Insured:</u> 478 N. Babcock, Melbourne, FL 3611 W. Hillsborough Ave., Ste 216, Tampa, FL 7902 NW 36th St #214, Miami, FL 7451 Wiles Rd Suite 105 Coral Springs, FL 33067 5575 S. Semoran Blvd Suite 31-35, Orlando FL 32822 8102 Blanding Blvd., Ste 4 Jacksonville, FL 32244		COMPANY A Landmark American Insurance LETTER COMPANY B Westport Insurance LETTER COMPANY C Lloyds of London LETTER COMPANY D LETTER COMPANY E LETTER				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> Commercial Professional General Liability <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT. <input checked="" type="checkbox"/> Retro Date 8/4/99	LHC714290	08/04/08	08/04/09	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG. 1,000,000 PERSONAL & ADV. INJURY 1,000,000 EACH OCCURRENCE 1,000,000 FIRE DAMAGE (ANY ONE FIRE) 50,000 MED. EXPENSE (ANY ONE PERSON) 5000 COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE EACH OCCURRENCE AGGREGATE	
AUTOMOBILI <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWN <input type="checkbox"/> SCHEDULE <input type="checkbox"/> HIRED AU <input type="checkbox"/> Non Own <input type="checkbox"/> GARAGE		 <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>APPROVED</b>  <b>REVIEWED</b>            By Michael S. Sparber, CIC CRM CAIP at 10:45 am, 6/29/09         </div>		RISK MANAGEMENT DIVISION		
EXCESS LI <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER TH						
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WCX0033973	01/01/09	01/01/10	STATUTORY LIMITS EACH ACCIDENT 100,000 DISEASE - POLICY LIMIT 500,000 DISEASE - EACH EMPLOYEE 100,000	
C	OTHER					
C	Property	36530	08/04/08	08/04/09	\$1,800,000 TIV Subject to \$5,000 Deductible	
C	Property (478 N. Babcock)		01/21/09	01/21/10	\$1,424,973 TIV Subject to a \$2,500 Ded. 5% Wind/Hail Deductible	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER		CANCELLATION				
Coral Gables Fire Rescue 2815 Salzedo St Coral Gables, FL 33134		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.				
Faxed to: 954-752-2721 attn: Janet On 06/02/09 ACORD 21-6 (7/00)		AUTHORIZED REPRESENTATIVE <i>Barry Ranew</i> ACORD CORPORATION (1990)				