

## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between TECHNICAL CAREER INSTITUTE whose address is 7757 West Flagler St, Suite 230, Miami-Dade, Florida 33144, hereinafter referred to as the COLLEGE 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 COLLEGE 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 COLLEGE 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 COLLEGE shall require that the students and faculty attend AGENCY orientation(s) scheduled to acquaint the COLLEGE's students and faculty with the AGENCY's rules and regulations. The COLLEGE's students shall be required to wear identification mandated by the College, the agency, or both, in accordance with policies of the AGENCY and the COLLEGE.
- b. The AGENCY shall not substitute students of the COLLEGE 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 COLLEGE 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 COLLEGE authorities at least (30) days prior to the beginning of such schedule.
- e. The COLLEGE may appoint COLLEGE faculty for any given program. The COLLEGE 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 College standards of accreditation/licensure.

- f. The responsibility of AGENCY staff for clinical experiences of the COLLEGE students may include as appropriate to the specific program:
  - 1) direct instruction and supervision of the COLLEGE students according to the respective course description and/or syllabus, cooperating therein with the COLLEGE faculty member to supervise said course;
  - 2) periodic evaluation of the COLLEGE's students progress as required by the COLLEGE;
  - 3) provide the Chairperson/Director or Clinical Coordinator (where applicable) of each COLLEGE 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 COLLEGE students and/or faculty supervisor.
- g. Annually, each COLLEGE 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 COLLEGE 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 COLLEGE 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 COLLEGE and the AGENCY shall mutually agree upon the health forms and documentation required for the COLLEGE's students to participate in the AGENCY's clinical experience. Upon the AGENCY's written request, the COLLEGE 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 COLLEGE 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

- 1) Except in the event of a threat to patient safety (which is addressed below), the AGENCY shall notify and consult with the COLLEGE prior to;
  - a) Refusing its facilities and services to a COLLEGE faculty member or a COLLEGE student; or
  - b) Removing a COLLEGE faculty member or a COLLEGE student from their clinical assignment at the AGENCY

If after consultation it is deemed necessary, the COLLEGE shall temporarily remove the COLLEGE faculty member or the COLLEGE 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 COLLEGE faculty member or the COLLEGE student may not continue their clinical assignment at the AGENCY, the AGENCY shall notify the COLLEGE both verbally and in writing. The COLLEGE's campus Administrator shall then institute appropriate COLLEGE policies and procedures. The AGENCY or the applicable authority shall provide the COLLEGE 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 COLLEGE's due process review of the COLLEGE faculty member or the COLLEGE 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 COLLEGE faculty member or a COLLEGE student (where applicable) from their clinical assignment at the AGENCY. In this event, the AGENCY shall verbally notify the COLLEGE immediately thereafter and then follow the procedures outlined herein.

#### **4. INSURANCE**

During the term of this Agreement, the COLLEGE'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 COLLEGE's Certificate of Insurance / Policy.

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

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

6/27/09  
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## **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 nor 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 pager 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 COLLEGE**

Technical Career 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.

**b. 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.

**c. 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 **TECHNICAL CAREER 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:** TECHNICAL CAREER INSTITUTE  
By:  Denise Antunes 7/13/09.  
Signature Printed Name Date

**ATTEST:** FOR THE CITY OF CORAL GABLES

By:  Patrick Salerno Date  
Signature City Manager

By: Walter J. Forman Date  
Signature City Clerk

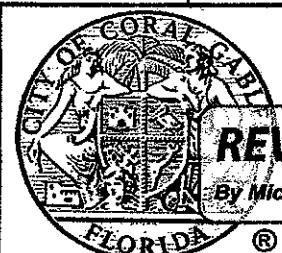
By:  Elizabeth Hernandez 7/21/09  
Signature City of Coral Gables  
City Attorney

Client # 750212

<b>MEMORANDUM OF INSURANCE</b>		Date Issued May 18, 2009
<b>Producer</b>  Marsh Affinity Group Services a service of Seabury & Smith, Inc. P.O. Box 14576 Des Moines, IA 50306-3576 <a href="http://www.proliability.com">www.proliability.com</a>		This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.
<b>Insured</b>  Education Affiliates, Inc. 5024A Campbell Boulevard Baltimore, MD 21236		<b>Company Affording Coverage</b> Chicago Insurance Company

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits
Professional Liability	AHC-2800565	03/01/2009	03/01/2010	Per Occurrence \$1,000,000
				Aggregate \$3,000,000
General Liability				Per Occurrence
				Aggregate

  
**APPROVED**  
**REVIEWED**  
*By Michael S. Sparber, CIC CRM CAIP at 1:23 pm, 6/30/09*  
**The City Beautiful™**  
**Risk Management Division**

Faculty is only covered while instructing the students. The school is named as an additional insured.

City of Coral Gables 2815 Salzedo Street Coral Gables, FL 33134 Attn: Chief Walter Reed	Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum 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.
	Authorized Representative Joan O'Sullivan 