

## AFFILIATION AGREEMENT BETWEEN CITY COLLEGE AND CITY OF CORAL GABLES

This agreement is made and entered into this 1 day of February 2016, by and between Barry University, Inc. ("Educational Institution") with the principal address of 11300 N.E. 2 Avenue, Miami, Fl. 33161 and the City of Coral Gables, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), with the principal address of 2815 Salzedo Street, Coral Gables, FL. 33134.

WHEREFORE, the Educational Institution confers degrees/certifications for paramedics and emergency medical technicians and as part of the course work to obtain a degree/certification, the City enters into this agreement to allow for clinical experience through the Coral Gables Fire Department ride-a-long program where the participant will gain actual experience by observing firefighters engaging in their daily activities. The agreement is limited to the dual enrollment program with students of Monsignor Pace High School.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

### **I. TERM**

The term of this agreement shall be for one year from the effective date of this agreement with two successive annual renewals, at the discretion of the City. This agreement will be in effect during the term indicated above. Either the Educational Institution or the City, upon 30 days written notice, may terminate this agreement without cause.

### **II. SPECIFIC RESPONSIBILITIES OF SCHOOL**

- A. The Educational Institution shall designate a person or persons to coordinate and act as a liaison with the appropriate City personnel.
- B. The Educational Institution shall provide the City with a list of participants in the learning experience at least 30 days before each program is to start.
- C. The Educational Institution shall insure that participants have the necessary didactic pre-requisites to maximize the learning experience at the City. As set forth by the Florida Department of Health; Chapter 401, F.S. and 64E, F.A.C. and the State Department of Education.
- D. The Educational Institution shall insure that the participants comply with the provisions of Section II.

- E. The Educational Institution shall procure and maintain, during the term of this agreement and any renewal, liability insurance to cover any and all liability (including professional liability) for claims, damages, or injuries to persons or property of whatsoever kind of nature arising out of the activities of the participants carried out under this agreement. Such insurance shall be for no less than \$1,000,000 single limit for bodily injury and property damage combined each occurrence; and the City shall be an additional named insured under such general and professional liability policy or policies. The Educational Institution shall submit certificates of insurance to the City evidencing such insurance at the time of the execution of this agreement, and as requested by Miami Dade College. The Educational Institution agrees that the City will receive no less than 30 days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.

### **III. SPECIFIC RESPONSIBILITIES OF THE CITY**

- A. City shall provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. City shall provide opportunities for a learning experience with appropriate supervision.
- C. City shall retain ultimate responsibility for patient care even if a participating student gives that care.
- D. City shall designate a preceptor (or coordinator) from its staff to act as the liaison with the Educational Institution in this agreement, as appropriate to the learning objectives.

### **IV. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT**

- A. Participant shall comply with the policies and procedures of the City.
- B. Participant shall provide the necessary and appropriate uniform while on duty in the City.
- C. Participant shall obtain prior written approval of both parties to this agreement before publishing any material related to the learning experience provided under the terms of the agreement.

- D. Participant shall sign a Coral Gables Fire Department ride-a-long Hold Harmless Agreement with the City prior to commencing the participant's experience within the Fire Department apparatus.
- E. Attach a copy of a State Driver's License or State Identification Card to the Hold Harmless Agreement.
- F. At all times, must wear the appropriate badge on every clinical rotation, and comply in all respects with the student requirements set forth in the requirement sheets.
- G. Participants shall present a clean, neat, and professional appearance, to include proper hygiene and grooming.
- H. All student participants shall pass a medical examination and provide the school with proof of vaccinations prior to their participation in the Program. Educational Institution will be responsible for verifying proper documentation and maintaining records.
  - a. Proof of Tuberculin skin test or documentation as a previous positive reactor
  - b. Proof of Measles, Mumps, Rubella and Rubeolla vaccination;
  - c. Proof of Hepatitis B vaccination
- I. Educational Institution and/or the student participants shall be responsible for arranging for the student's medical care and or treatment expenses, if necessary, including transportation in the event of illness or injury while participating in the Program at the City's premises. In no event shall the City be financially or otherwise responsible for such medical care or treatment expenses.
- J. The City, if possible, shall provide immediate emergency health care services to faculty and students participating in the Program, in the event of accidental injury or illness while on the City's premises. The City shall in no way be responsible for costs involved in the provision of such services, the follow up care, or hospitalization.
- K. All student participants shall pass a background check. Educational Institution will be responsible for verifying proper documentation and maintaining records.

## **V. REQUEST FOR WITHDRAWAL OF PARTICIPANT**

The City shall reserve the right to deny, at its sole discretion: any participant from access to its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the City or is detrimental to patients or others.

## **VI. PATIENT CONFIDENTIALITY**

The Educational Institution agrees that each student it sends to the City pursuant to this Agreement has been instructed that he or she is required to follow and comply with all applicable rules pursuant to HIPAA regarding confidentiality or patient health information.

The Educational Institution agrees to inform all such students that, in the event they encounter patient health information, they must:

- A. Obtain, use and disclose patient health information only as necessary in the course of and for purpose of their duties or services at the City.
- B. Guard and maintain the confidentiality of patient health information, including, but not limited to, keeping such information secure, private, and out of public view, and avoiding conversations about such information except as necessary in the course and for purpose of training.
- C. Comply with the explicit and implicit instructions of the City regarding any incidental exposure to sensitive or other patient health information; and (4) immediately report any uses and/or disclosures of patient health information that do not comply with applicable law, these confidentiality requirements, or any breach or threat to the security of patient health information of which the student becomes aware shall report to the Educational Institution's Medical Director or C.E.O.

## **VII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City.

## **VIII. NOTICE**

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, upon the date of actual receipt.

## **IX. NON-DISCRIMANTION**

The EDUCATIONAL INSTITUTION agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

## **X. CONSTRUCTION OF AGREEMENT**

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. Educational Institution agrees to be subject to the jurisdiction (subject matter and in personal) of the courts in Miami-Dade County, Florida and amenable to process.

## **XI. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successor and assigns.

## **XII. INDEMNIFICATION**

The Educational Institution shall indemnify and hold harmless the City, its officials, elected or appointed, directors, employees, agents, representatives and attorneys, from and against any and all claims, suits, causes of action (whether statutory, equitable or at common law), damages, liabilities, losses, costs and expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind which arise out of result to or in connection with all activities, responsibilities and obligations under this agreement, including all other acts or omissions to act, including, but not limited to, negligence or carelessness, on the part of the Educational Institution or any person acting for or on its behalf. This paragraph shall not be construed to require the Educational Institution to indemnify the City for City's own negligence, or intentional acts of City, its agents or employees. This clause shall survive the expiration or termination of this agreement.

## **XIII. ENTIRE AGREEMENT**

This agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement is of no force and effect.

#### **XIV. AMENDMENT**

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

#### **XV. MISCELLANEOUS**

Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

- a. In the event of conflict between the terms of this agreement and any terms or conditions in any attached document; the terms in this agreement shall prevail.
- b. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- c. Should any provisions, paragraph, sentence, work or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Coral Gables, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.
- d. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

(THIS SPACE IS LEFT INTENTIONALLY BLANK)

**XVI. 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 City College 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:** Barry University

By: Christopher Starratt 3/1/16  
Dr. Christopher Starratt Date  
Interim Provost

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

By: Frank Fernandez 07/15/16  
10625 Date  
Assistant City Manager

By: Walter J. Foeman 8-10-16  
Walter J. Foeman Date  
City Clerk

By: Marc Stolzenberg 6-30-16  
5458 Date  
Fire Chief

By: Cathy Swanson-Rivenbark 8/9/16  
FOR Date  
City Manager

Approved as to form and legal sufficiency  
Miriam S. Ramos 7/6/16  
Miriam S. Ramos, Deputy City Attorney