



**Emergency Education Institute, LLC**

**3111 North University Drive, Suite 300**

**Coral Springs, FL 33065**

## **CLINICAL AFFILIATION AGREEMENT**

### **I. PARTICIPATING AGENCIES:**

This agreement between **Emergency Education Institute, LLC**, herein after referred to as the "SCHOOL" and City of **Coconut Creek**, herein after collectively referred to as "FACILITY," and shall be effective from the date of \_\_\_\_\_

### **II. PURPOSE OF AGREEMENT:**

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for students ("Students") from the SCHOOL within a Fire-Rescue setting in accordance with provisions of the guidelines set forth.

### **III. GENERAL PROVISIONS OF AGREEMENT:**

- A. SCHOOL and FACILITY agree that in the performance of this Agreement, there will be no discrimination against person or persons because of race, color, sex, religion, age, disability, national origin, veteran or marital status.
- B. FACILITY reserves the right to alter schedules and to assign and reassign Students among its facilities and patient care units in order to accommodate patients, the patient care unit, staff and Student experience. FACILITY will notify SCHOOL seven (7) days in advance of such reassignment, if possible.
- C. FACILITY reserves the right to limit access to computer and clinical systems.
- D. FACILITY will provide, at the Students' expense, emergency care for injuries or acute illness while on duty at FACILITY.
- E. This Agreement shall be in effect for five (5) years from the effective date. The Agreement may be renewed for up to one (1) **five (5) year/renewal** by written agreement of both parties. Either party shall have the right to terminate this Agreement, with or without cause, upon 30 days' written notice.
- F. Number of Assigned Students. SCHOOL and the FACILITY agree that the determination of the number of students to be assigned to FACILITY shall be a mutual decision based on a variety of factors including, but not limited to, staff, space, availability and the number of students enrolled in the program. However, the final decision as to the number of students accepted into the program by FACILITY and their assignments shall be made by FACILITY.
- G. Discontinued Student Placement. SCHOOL reserves the right to refuse or discontinue the placement of students if FACILITY does not meet the professional educational requirements and standards of SCHOOL. FACILITY reserves the right to discontinue the availability of its

facilities, services and participation in the clinical program to any student should SCHOOL and/or the student not continuously meet nationally accepted educational or professional standards or other requirements, qualifications and standards as may be required by FACILITY. FACILITY reserves the right and has the discretion to immediately remove from its premises, controlled scenes and/or vehicles any student who behaves unprofessionally, lacks the requisite knowledge, skill and ability to continue in the clinical program or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

#### H. Hold Harmless

1. Both parties agree to hold harmless each other, their officers, employees, agent's, servants, designees, attorneys, and legal representatives against any claims, demands, causes of actions, lawsuits, liabilities, resulting either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of either party, its officers, employees, agents, designees, students, volunteers, and staff or servants while acting within the scope of their employment or participation in the program and agrees to be responsible for any and all damages resulting from said claims.
2. The provisions of this section shall survive the expiration or early termination of this Agreement.

#### IV. **RESPONSIBILITIES OF THE SCHOOL**

- A. SCHOOL shall designate a person or persons to coordinate and serve as a liaison with the appropriate personnel of the FACILITY.
- B. All Students' demonstrating and practicing skills will have an instructor or preceptor assigned to them who will oversee the student experience. The preceptor will have the same or greater skill level.
- C. SCHOOL shall provide the FACILITY information regarding schedule and learning objectives prior to placement.
- D. SCHOOL shall ensure that Students have the necessary didactic prerequisites to maximize the learning experience at the FACILITY.
- E. SCHOOL shall ensure the Faculty has current licensure, certification, registration, education, experience, and competency, as appropriate for assigned responsibility. This information must be available upon request to the FACILITY.
- F. SCHOOL shall provide the FACILITY with any information related to TB, Hepatitis B, and childhood immunizations upon request.
- G. SCHOOL shall provide the FACILITY with any information related to criminal background if required by law or regulation of hospital policy.
- H. SCHOOL shall insure that all Students and SCHOOL representatives adhere to and follow the policies and procedures of each facility.
- I. SCHOOL shall ensure that the Students comply with the provisions of Section VI, *Specific Responsibilities of the Student*, below.
- J. SCHOOL does undertake and agrees that it will indemnify and hold harmless FACILITY, their directors, trustees, officers, employees and agents, and any of them, from and against all loss and damage, including costs, expenses and reasonable attorney fees on account thereof, that may be sustained or incurred by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained,

allegedly cause by, rising out of, relating in any manner to the activity of any participant or participants supplied by SCHOOL pursuant to this Agreement.

- K. SCHOOL shall procure and maintain, during the term of the 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 on an occurrence basis in amounts no less than 1,000,000/3,000,000 for personal injuries. Agency agrees that FACILITY will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.
- L. Student Orientation. SCHOOL and FACILITY shall provide an orientation for the students prior to the student's commencement of the clinical educational experiences. Participating students and faculty will be required by FACILITY to execute a Hold Harmless Agreement substantially complying with the form attached hereto as Exhibit "A" and herein incorporated by reference. FACILITY reserves the right to deny acceptance or terminate continued participation in the program to any student(s) that refuse to execute a Hold Harmless Agreement.
- M. Patient Confidentiality. SCHOOL and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of FACILITY and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of the patient and FACILITY. Participating students and faculty will be to strictly adhere to the confidentiality provisions set forth in the Hold Harmless Agreement attached hereto as Exhibit "A" and herein incorporated by reference. SCHOOL and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information pursuant to HIPAA Privacy Rules and Security Rules and Regulations, as each may exist or be hereafter amended, Code of Federal Regulations, Title 4, Sections 160 and 164. Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. SCHOOL shall immediately notify the FACILITY of any known unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. SCHOOL will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the FACILITY and the imposition upon such third persons of the same duty to safeguard said information. SCHOOL records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the FACILITY or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this Agreement.
- N. Infectious Diseases and Student Immunizations. SCHOOL shall advise students of the risk of infectious diseases and that the FACILITY is not responsible for exposure to infectious diseases that occur beyond its reasonable control. SCHOOL shall verify that students have received immunizations from Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (OT) and have received annual screening for Tuberculosis. CSRIPS shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens; (3) training in the appropriate actions to take in an emergency involving exposure to

blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in Hepatitis B vaccination and post-exposure evaluation and follow-up.

**V. RESPONSIBILITIES OF FACILITY:**

- A. All Students' demonstrating and practicing skills will have an instructor or preceptor assigned to them who will oversee the student experience. The preceptor will have the same or greater skill level.
- B. FACILITY will require that any employee of the FACILITY, or an affiliate thereof, who may also be an Instructor, be off duty when acting in an Instructor capacity.
- C. FACILITY will require that the number of Students assigned to any department will not exceed staff requirements.
- D. FACILITY will approve schedules sent forth by SCHOOL five (5) days in advance and FACILITY will have until one (1) days prior to a schedules clinical rotation to make adjustments to any clinical rotation.
- E. FACILITY will provide an appropriate orientation to Students in connection with its facility's policies and procedures.
- F. FACILITY will provide opportunities for a learning experience with appropriate supervision.
- G. FACILITY will retain ultimate responsibility for patient care even if that care is given by a Student.
- H. FACILITY may, in its sole discretion, deny its facilities to any student whose conduct or clinical performance is, in the judgement of FACILITY, disruptive to FACILITY operations or not in the best interests of patient care.

**VI. SPECIFIC RESPONSIBILITIES OF THE STUDENT:**

- A. Comply with the policies and procedures of the Facility including confidentiality of information requirement.
- B. Provide the necessary and appropriate uniform while on duty at the FACILITY.
- C. 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. At all times wear the appropriate SCHOOL ID badge on every clinical day at the FACILITY.
- E. Students assigned to FACILITY will remain Student of the SCHOOL, and will in no sense be considered employees of FACILITY. FACILITY does not assume any liability under any law relating to Worker's Compensation on account of any SCHOOL participant's performing, receiving, training or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at FACILITY, nor will FACILITY otherwise have any monetary obligation to SCHOOL or its Students by virtue of this agreement.
- F. Both SCHOOL and FACILITY hereby mutually agree that this Agreement shall apply to Students engaged in the following programs:
  - a. Nursing

**VII. INDEPENDENT CONTRACTORS**

In the performance of their respective duties and obligations under this Agreement, it is mutually understood and agreed that the parties are at all times acting as independent contractors, and that neither shall have nor exercise and control or direction over the methods by which the other shall perform their obligations under this Agreement. It is expressly agreed by the parties hereto that neither shall have authority to bind the other and that no work, act or omission in the performance of their respective obligations under this Agreement shall be construed to make or render either, the servant, agent, employee or partner of the other.

#### **VIII. NO WAIVER OF SOVERIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

#### **IX. RECORDS**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. The parties understand that any and all records created as a result of participating in the clinical program may be subject to public disclosure pursuant to the Public Records Request statute, Section 119.07, Florida Statutes, except that no records containing protected health information or patient information shall be released. SCHOOL shall notify FACILITY in writing within five (5) days after receipt of any public records request concerning the subject matter of this Agreement or the parties' relationship.

#### **X. JOINT COMMISSION HUMAN RESOURCES PROVISION:**

SCHOOL represents that each person performing the services under this agreement (1) has been educated and trained consistent with applicable regulatory requirements and FACILITY policy; (2) is appropriately licensed, certified, or registered, as applicable, to provide the services provided herein; (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by FACILITY; and (4) has been oriented to applicable FACILITY policies and procedures. SCHOOL also represents that it evaluates each student's performance, has verified each employee's health status as required by all applicable laws and regulations (collectively, "law"), it has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law and has evaluated and reviewed each employee's references, when applicable. SCHOOL shall provide FACILITY with evidence of compliance with this paragraph upon request.

#### **XI SANCTIONED PROVIDER:**

SCHOOL represents and warrants to FACILITY that neither SCHOOL nor any Student performing the services under the Agreement is a "Sanctioned Provider" meaning that neither SCHOOL nor any Student (1) is currently excluded, debarred, or otherwise ineligible to participate in the Federal Health Care programs, including but not limited to Medicare, Medicaid, or TRICARE as defined in 42 USC 1320a-7b(f) (the "Federal Health Care programs"); (2) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise, declared ineligible to participate in the Federal Health Care programs; and (3) is under investigation or otherwise aware of any circumstances which may result in the Student being excluded from participation in the Federal Health Care programs. This shall be an ongoing representation and warranty during the term and SCHOOL shall immediately notify FACILITY of any change in status of the representation and warranty set forth in this Sections. Any breach in the presentation shall be cause for FACILITY to terminate this Agreement immediately.

#### **XII. WAIVER:**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### **XIII. COMPLIANCE WITH LAWS:**

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal, state and local laws, codes, rules and regulations including, without limitation, applicable FACILITY and/or SCHOOL policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act and Americans with Disabilities Act.

#### **XIV. GOVERNING LAW:**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**XV. WAIVER OF JURY TRIAL:**

THE PARTIES TO THIS AGREEMENT HERBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT, OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATIERS TO BE ACCOMPLISHED IN THIS AGREEMENT SHALL BE CONSIDERED AS IF SUCH INVALID, ILLEGAL, UNLAWFUL, UNENFORCEABLE, OR VOID PROVISION HAD NEVER BEEN INCLUDED HEREIN.

**XVI. BINDING EFFECT:**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**XVII. FORCE MAJEURE:**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**XVIII. SEVERABILITY:**

In case any one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, enforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**XIX. NOTICE:**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

FACILITY

SCHOOL

City of Coconut Creek

Emergency Education Institute, LLC.  
3111 North University Drive, Suite 300  
Coral Springs, FL 33065

4800 West Copans Road  
Coconut Creek, FL 33063  
(954) 973-6720

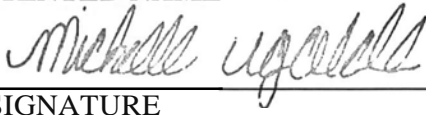
**XX. AUTHORITY.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

EMERGENCY EDUCATION INSTITUTE, LLC

Michelle Ugalde, President/Owner

PRINTED NAME



SIGNATURE





**EXHIBIT "A"**

**COCONUT CREEK FIRE-RESCUE DEPARTMENT  
RIDE ALONG  
RELEASE OF LIABILITY FORM**

Officer Requesting:		Date of Ride Along:
Rider's Full Name:		Rider's DOB:
Rider's Address:		Rider's Cell/Home#:
Are you a current applicant here? [ ] Yes [ ] No		If so what position?

In consideration for permission being granted to me by the Coconut Creek Fire-Rescue Department (CCFD) to accompany an officer during the performance of his/her duties, and being permitted to be a passenger in his/her Fire-Rescue unit ("ride along"), I hereby assume all risk of personal injury and/or death which may occur during the ride along. I assume this risk with knowledge of the dangers associated with Fire-Rescue activities, including, but not limited to exposure to disease or being involved in a vehicle accident. I, hereby agree to indemnify and hold harmless the City of Coconut Creek, its City Commission, officers, and employees, from any and all liability claims demands, actions or damages of whatever nature, allegedly arising from or related in any way to my accompaniment of the officer on the ride along.

I acknowledge that any information heard or seen while in the CCFD building or police unit, which falls under the purview of Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPPA) is CONFIDENTIAL and I agree to not discuss, disclose, or share any and all PHI with anyone other than those persons who have the authority to receive, discuss, or disseminate the information.

I will not use a personal cell phone or other device to record, memorialize or, otherwise, communicate any events that I may observe in the course of my participation and will comply with all other mobile device restrictions as indicated to me by a CCFD supervisor or employee. It is further understood and agreed to by me that this privilege may be revoked at any time by the Fire-Rescue Chief or his authorized representative. I further acknowledge that riders are required to wear appropriate business casual attire and closed-toed shoes while riding and must wear long hair in a bun and no hanging jewelry for my own protection.

\_\_\_\_\_  
Rider's Signature

\_\_\_\_\_  
Rider's Printed Name

**MINOR CLAUSE:** I the undersigned, represent that I am the legally appointed or natural parent/guardian of the above-named person who is under the age of 18 years; that he/she is signing this Release of Liability form with my full knowledge and consent; that I am joining in the execution of same and agree to the terms hereof; and do hereby find myself in independent agreement with the same terms and provisions for myself and my heirs, executors, personal representatives and assigns.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

THIS RELEASE AND AGREEMENT shall be binding upon the Rider and his/her heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the City of Coconut Creek, its City Commission, officers, employees, and persons herein designated and their heirs, executors, administrators, personal representatives, and assigns.

- [ ] APPROVED
- [ ] DENIED

\_\_\_\_\_  
Jeff Gary, Fire-Rescue Chief

\_\_\_\_\_  
Date