

AGREEMENT, by and between

THE CITY OF FORT LAUDERDALE, a municipal corporation

and

THE CITY OF CORAL SPRINGS, a municipal corporation

THIS AGREEMENT is made and entered into by and between the **CITY OF FORT LAUDERDALE**, Broward County, Florida (hereinafter referred to as "Fort Lauderdale"), whose principal place of business is located at 1 East Broward Boulevard, Fort Lauderdale, Florida, 33301 and the City of Coral Springs d/b/a **CORAL SPRINGS REGIONAL INSTITUTE OF PUBLIC SAFETY** (hereinafter referred to as "CSRIPS"), a body corporate, whose principal place of business is located at 4180 NW 120 Avenue, Coral Springs Florida 33065, collectively "the Parties".

WHEREAS, CSRIPS is conducting educational programs through its EMS Programs for the purpose of providing skilled workers for the health service industry; and

WHEREAS, FORT LAUDERDALE has the clinical facilities necessary to assist in the provision of said educational programs and desires to participate in the educational programs for the benefit of the entire community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.1 **Program Purpose.** The education of the student shall be the primary purpose of the programs.

A. In accordance with the terms and conditions of this Agreement:

1. CSRIPS will select and assign its Paramedic/EMT students to participate in a clinical ride-along program with FORT LAUDERDALE Fire Rescue/Emergency Medical Services Department; and
2. FORT LAUDERDALE will accept the students assigned by CSRIPS to the Clinical ride-along program subject to the terms and conditions as outlined herein.

2.2 **Term of Agreement.** The term of this Agreement shall become effective up full execution by both Parties ("Effective Date") as provided for herein and shall remain in effect for five (5) years from said date or unless otherwise terminated as provided herein. The Parties may renew the Agreement upon the written mutual agreement of the Parties or may terminate this Agreement as provided herein. This Agreement shall not become effective until fully executed by both Parties.

2.3 **Instruction and Curriculum.** CSRIPS shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education, Emergency Medical Technician Paramedic: National Standard Curriculum (herein after referred to as "EMT-NSC") and within CSRIPS Policies and Procedures. All faculty provided by CSRIPS shall be duly licensed, certified or otherwise qualified to participate in the program. Neither CSRIPS nor any participating student or faculty member shall interfere with or adversely affect the FORT LAUDERDALE operations or the FORT LAUDERDALE provision of health care services.

2.4 **Telephone Consultation.** CSRIPS shall provide faculty or school administration for consultation with FORT LAUDERDALE or its' agents by telephone at any given time during which students are on FORT LAUDERDALE's premises or vehicle without supervision by a CSRIPS instructor.

2.5 **Course Materials.** Upon request, CSRIPS shall provide FORT LAUDERDALE with copies of its current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.6 **Educational Plan.** CSRIPS faculty will prepare an educational plan in conjunction with FORT LAUDERDALE staff prior to the placement of students with FORT LAUDERDALE. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The participation of the students in the program shall be limited to the activities applicable to that student and as required by the EMT-NSC. The faculty shall be responsible for maintaining cooperative relationships with FORT LAUDERDALE staff. FORT LAUDERDALE shall provide opportunities for participating students to observe and assist in various aspects of patient care, consistent with the training requirements of EMT NSC. CSRIPS warrants that the students selected to participate in the clinical program have met the minimum education requirements as required by EMT NSC prior to participating in the clinical program.

2.7 **Student Orientation.** CSRIPS and FORT LAUDERDALE 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 FORT LAUDERDALE to execute a Hold Harmless Agreement substantially complying with the form supplied by FORT LAUDERDALE. FORT LAUDERDALE 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.

2.8 **Student Evaluation.** Upon the request of CSRIPS, FORT LAUDERDALE shall assist in the evaluation of students' performance. However, CSRIPS shall be responsible for guidance, direction and supervision of students participating in the program. FORT LAUDERDALE shall be responsible at all times for patient care and shall have the right to terminate a student's participation at any time during his/her participation in the program for failure to adhere to FORT LAUDERDALE policies and procedures.

2.9 **Patient Confidentiality.** CSRIPS and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of FORT LAUDERDALE 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 FORT LAUDERDALE. Participating students and faculty will strictly adhere to the confidentiality provisions set forth in the Hold Harmless Agreement supplied by FORT LAUDERDALE. CSRIPS and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information and will strictly adhere to the provisions set forth by HIPAA. 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. CSRIPS shall immediately notify the FORT LAUDERDALE of any known unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. CSRIPS will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided. CSRIPS records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the FORT LAUDERDALE 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.

2.10 **Number of Assigned Students.** CSRIPS and the FORT LAUDERDALE agree that the determination of the number of students to be assigned to FORT LAUDERDALE 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 FORT LAUDERDALE and their assignments shall be made by FORT LAUDERDALE.

2.11 **Program Uniforms.** CSRIPS shall require students participating in the educational program to wear the uniform and nametag approved by FORT LAUDERDALE while on the FORT LAUDERDALE premises. FORT LAUDERDALE reserves the right to refuse or terminate any student from participating in the program for failure to wear the FORT LAUDERDALE approved uniform.

2.12 **Students are Not Fort Lauderdale Employees.** CSRIPS, its faculty and its students are not to represent themselves as or be deemed to be employees, servants, agents, or volunteers of FORT LAUDERDALE. Students shall be considered employees, servants, agents, or volunteers of CSRIPS while participating in the clinical program with FORT LAUDERDALE.

2.13 **No Compensation.** Each Party shall perform the duties and responsibilities specified in this Agreement without compensation, i.e., salaries, wages, pension contributions, insurance premiums, workers compensation premiums, or any other recognized employee fringe benefits. Participating students shall be treated by the FORT LAUDERDALE as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to FORT LAUDERDALE staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

2.14 **Discontinued Student Placement.** CSRIPS reserves the right to refuse or discontinue the placement of students if FORT LAUDERDALE does not meet the professional educational requirements and standards of CSRIPS. FORT LAUDERDALE reserves the right to discontinue the availability of its facilities, services and participation in the clinical program to any student should CSRIPS and/or the student not continuously meet nationally accepted educational or professional standards or other requirements, qualifications and standards as may be required by FORT LAUDERDALE. FORT LAUDERDALE

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.

2.15 **Infectious Diseases and Student Immunizations.** CSRIPS shall advise students of the risk of infectious diseases and that the FORT LAUDERDALE is not responsible for exposure to infectious diseases that occur beyond its reasonable control. CSRIPS 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.

2.16 **Fort Lauderdale Accreditation/Licensure.** Fort Lauderdale shall provide proof of its accreditation/licensure status to CSRIPS upon request at any time during the term of this Agreement.

2.17 **Hold Harmless**

- A. Both Parties agree to hold harmless each other, their officers, employees, agents, 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 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, subject to the provisions of Section 3.1

- B. The provisions of this section shall survive the expiration or early termination of this Agreement.

2.17 **HIPAA.** CSRIPS and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the City's Fire Rescue Department and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the City's Fire Rescue Department. CSRIPS will train all students related to HIPAA compliance prior to enrollment in any clinical course. CSRIPS agrees to comply with the application provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder (collectively, the "Regulations"). CSRIPS shall not use for further disclose any protected health information, or individually identifiable health information (collectively, the Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. CSRIPS will implement appropriate safeguards to prevent the use of disclosure of Protected Health Information other than as contemplated by this Agreement.

ARTICLE 3 - GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by either Party.

3.2 **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either Party based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

3.3 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.4 **Termination** This Agreement may be canceled by CSRIPS or FORT LAUDERDALE without cause upon thirty (30) days written notice to the other Party of its desire to terminate this Agreement.

3.5 **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 Section 1190.07, Florida Statutes, except that no records containing protected health information or patient information shall be released. CSRIPS shall notify FORT LAUDERDALE in writing within five (5) days after receipt of any public records request concerning the subject matter of this Agreement.

3.6 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.7 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

3.8 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been

their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.9 **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.

3.10 **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 FORT LAUDERDALE and/or CSRIPS policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act with Disabilities Act.

3.11 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **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.

3.13 **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.

3.14 **Waiver of Jury Trial.** The Parties to this agreement hereby 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 Agreement, arising out of, under, or in connection with the matters to be accomplished in this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable, or void provision had never been included herein.

3.15 **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:

To CSRIPS: Liz Williams, Operations Manager
4180 NW 120 Ave
Coral Springs, FL 33065

To FORT LAUDERDALE: City of Fort Lauderdale
Attn: Chief Stephen Gollan
528 NW 2nd Street
Fort Lauderdale, FL 33311

To FORT LAUDERDALE: City of Fort Lauderdale
Attn: City Attorney's Office
1 East Broward Boulevard, Suite 1605
Fort Lauderdale, FL 33301

To FORT LAUDERDALE: City of Fort Lauderdale
Attn: City Manager's Office
1 East Broward Boulevard
Fort Lauderdale, FL 33301

3.16 **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.

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AGREEMENT BY AND BETWEEN THE CITY OF FORT LAUDERDALE AND CORAL SPRINGS REGIONAL INSTITUTE OF PUBLIC SAFETY

IN WITNESS, the Parties hereto have made and executed the Agreement on the respective dates under each signature set forth below:

CORAL SPRINGS REGIONAL INSTITUTE OF PUBLIC SAFETY

By: _____ Date _____
Mike Moser, Deputy Fire Chief
Coral Springs-Parkland Fire Department

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney