

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2013
by and between:

SOUTHWESTERN ACQUISITION, L.L.C.
d/b/a FLORIDA MEDICAL TRAINING
INSTITUTE (hereinafter referred to as "the
Agency"), a Delaware corporation whose principal
place of business is 200 Executive Dr., Ste 340,
West Orange, NJ 07052

and .

CITY OF FORT LAUDERDALE, FLORIDA
(hereinafter referred to as "City"), a municipal
corporation whose principal place of business is 100
North Andrews Avenue, Fort Lauderdale, Florida
33301

WHEREAS, on _____, by Motion the City Commission of the City of
Fort Lauderdale authorized the proper City officials to execute this Agreement; and

WHEREAS, the Agency is conducting educational programs for the purpose of
providing skilled workers for the health service industry; and

WHEREAS, the City has the ambulance services necessary to assist in the provision of
the said educational programs and desires to participate in the education programs for the benefit
of the entire community; and

WHEREAS, both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration 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:

1. RECITALS. The Parties agree that the foregoing recitals are true and correct and that
such recitals are incorporated herein by reference.

2. TERM.

- (a) Effective date. The effective date of this Agreement is the date first written above.
- (b) Term. The term of this Agreement shall be for the period beginning on August 31, 2013 and ending on September 1, 2016.

3. SPECIAL CONDITIONS

- (a) Program purpose. To provide a comprehensive learning experience for participants from the Agency, within a clinical setting, in accordance with provisions of the guidelines set forth in this Agreement.
- (b) Agency shall designate a person or persons to coordinate and act as a liaison with the appropriate City personnel.
- (c) Agency shall provide the City with a list of participants in the learning experience at least ten (10) days before each program is to start.
- (d) Agency shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the City's Fire Rescue Department.
- (e) Agency shall insure that the participants comply with the provisions of this Agreement.
- (f) Agency shall provide scholarships for one (1) paramedic and one (1) emergency medical technician to attend the Agency's school each year this Agreement is in effect. Such scholarships shall be awarded to residents of the City and the recipients will be chosen by the City through a competitive application process.

4. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT

- (a) The participant(s) shall comply with the policies and procedures of the City's Fire Rescue Department.
- (b) The participant(s) shall provide the necessary and appropriate uniform while on duty in the City's Fire Rescue Department.
- (c) The participant(s) shall execute a "Liability Release and Indemnification" prior to beginning his/her experience within the City, a form of which is attached to this Agreement as Attachment 1.
- (d) The participant(s) at all times, must wear the appropriate badge on every clinical,

and comply in all aspects with the student requirements set forth in the requirements sheets.

(e) Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.

5. SPECIFIC RESPONSIBILITIES OF THE CITY

- (a) The City's Fire Rescue Department shall provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- (b) The City's Fire Rescue Department shall provide opportunities for a learning experience with appropriate supervision.
- (c) The City's Fire Rescue Department shall designate a preceptor (or coordinator) from its staff to act as the liaison with the Agency in this Agreement, as appropriate to the learning objectives.

6. REQUEST FOR WITHDRAWAL OF PARTICIPANT. The City's Fire Rescue Service shall reserve the right to request the Agency to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the Fire Rescue Service or is detrimental to patients or others as determined by the City's Fire Rescue Department and the Agency shall immediately comply.

7. INDEMNIFICATION.

Agency agrees that it will indemnify and hold harmless the City and its officers, directors, employees, and agents, from any claims, demands, suits, actions, judgments or fines including all costs, expenses and attorney's fees arising out of or relating in any manner to the acts or omissions of the Agency or any participant or participants supplied by the Agency pursuant to this Agreement. This indemnification shall not apply to loss, injury, death or damages arising by reason of City's willful or intentional misconduct. This indemnification shall not be limited by any insurance required under this Agreement and shall survive expiration or termination of this Agreement.

8. INSURANCE. Agency shall procure and maintain, during the term of this Agreement and any renewal, liability insurance to cover 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 or Agency carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000/\$3,000,000 under such general liability policy or policies. Agency shall submit certificates of insurance to the City evidencing such insurance at the time of execution of this Agreement, and as requested by the City. Agency

will provide to the City thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein.

9. GENERAL CONDITIONS

- (a) No waiver of sovereign 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.
- (b) 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. 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 any of the parties 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 contract.
- (c) 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.
- (d) Termination. This Agreement may be canceled, with or without cause, by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- (e) 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 resulting award of attorney's fees for non-compliance with that law.
- (f) 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.

- (g) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written documents prepared with the same formality as this Agreement and executed by each party hereto.
- (h) 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.
- (i) 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 or 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.
- (j) Compliance with Laws. In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal and state laws, codes, rules and regulations.
- (k) 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.
- (l) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (m) Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Agency.
- (n) Severability. In case any one or 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, unenforceability 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.

(o) 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:

The City: Fire Chief
Fire Administration
528 N.W. 2nd Street
Fort Lauderdale, Florida 33311

With a copy to: City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Agency: Southwestern Acquisition, LLC d/b/a
Florida Medical Training Institute
7451 Wiles Rd., Suite 105
Coral Springs, FL 33067

With a copy to: Southwestern Acquisition, LLC
200 Executive Dr. Suite 340
West Orange, NJ 07052
Attn: General Counsel

(p) Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

(q) 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.

10. HIPAA. The Agency 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. The Agency will train all students related to HIPAA compliance prior to enrollment in any clinical course. Agency agrees to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder (collectively, the "Regulations"). Agency shall not use or 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. The Agency will implement appropriate safeguards to prevent the use of disclosure of Protected Health Information other than as contemplated by this Agreement.

11. PARTICIPANTS NOT EMPLOYEES. All services rendered by student participants under this Agreement for the City shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Student participants shall not be considered to be employees of the City.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

By _____
City Manager

[Witness print / type name]

[Witness print / type name]

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

WITNESSES:

Jacqueline Finneran
Jacqueline Finneran

[Witness print/type name]

Kenneth Swislock

Kenneth Swislock
[Witness print/type name]

AGENCY:

Southwestern Acquisition, LLC d/b/a
Florida Medical Training Institute

By:

Cesar Ribeiro, CFO

[Print name and title]

ATTEST:

(CORPORATE SEAL)

NEW JERSEY
STATE OF ~~FLORIDA~~:
COUNTY OF ~~BROWARD~~:
ESSEX

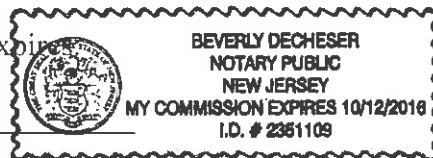
The foregoing instrument was acknowledged before me this day of August 7, 2013, by
CESAR RIBEIRO as CFO of Southwestern Acquisition, LLC, on
behalf of the company. He/She is personally known to me or has produced
_____ as identification and did not take an oath.

(SEAL)

Beverly DeCheser
Notary Public, State of ~~Florida~~ (Signature
of Notary taking Acknowledgment) New Jersey

Name of Notary Typed, Printed or Stamped

My Commission Expires _____



Commission Number

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ATTACHMENT 1
LIABILITY RELEASE AND INDEMNIFICATION

I, _____, being over the age of eighteen, on this _____ day of _____, 201_, request the permission of the City of Fort Lauderdale Fire Rescue Department to accompany the Paramedics of the Fire Department on City owned Medical Rescue Units, as a participant under the Agreement between City and Florida Medical Training Institute ("Agreement"), during the course of emergency transport and emergency medical services, as performed by them, and for other duties which they perform.

I realize that the City is allowing me to accompany the Paramedics at my own request and with considerable benefit to me. In consideration of the granting of this request, I hereby agree as follows:

I, _____, for myself and for my heirs, executors, and assigns, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury to person or property that may occur as a result of my participation in activities offered by the City under the Agreement, and do hereby release, discharge, and covenant not to sue, City, and its officers, employees, agents, and volunteers, and do hereby waive and discharge all claims for damages that I might have against City, or its officers, employees, agents, and volunteers, for any reason, and agree to indemnify and hold harmless City, and its officers, employees, agents, and volunteers, from and against any and all claims, damages, and judgments, of whatever nature, including attorney fees, that may be asserted or entered against any of them in connection with my participation in any activity offered by the City pursuant to the Agreement;

The undersigned has read this Release and Waiver of Claims, fully understands its terms, and understands that the undersigned has waived substantial rights by signing this Release, and the undersigned has signed it freely and without inducement, coercion, or assurance of any nature, and intends it to be a complete and unconditional release of any and all liability.

Date

Student/Participant Print Name

Signature

Witness Print Name

Signature