

CITY OF LAKE WALES AGREEMENT FOR PARAMEDIC CLINICAL TRAINING

THIS AGREEMENT, is entered into by and between THE CITY OF LAKE WALES, a Florida municipal corporation, whose mailing address is 201 W Central Avenue, Lake Wales, Florida 33853 (the “COLW”), and South Florida State College, (hereinafter referred to as the “COLLEGE”), whose address is _____ for supervised learning experiences for EMT and Paramedic students in accordance with the provisions as set forth in this Agreement.

WITNESSETH:

WHEREAS, the College is desirous of using the services of the COLW Fire Department (hereinafter referred to as “LWFD”) in providing clinical training for the COLLEGE’S EMT and Paramedic students (hereinafter referred to as the “Program”); and

WHEREAS, the COLW desires to protect and enhance the public health, safety and welfare by training paramedic students to comply with LWFD guidelines; and

WHEREAS, this Agreement is entered into by the parties hereto for the purpose of defining their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Responsibilities of the COLLEGE

A. Compliance with Applicable Law: The COLLEGE shall maintain standards for EMS Programs and training as set forth by the Florida Department of Health (Chapter 401, Florida Statutes and 64E, Florida Administrative Code) and the State Department of Education.

B. Eligible Students: Only those students who have satisfactorily completed the requisite curriculum and who are currently employed by the City of Lake Wales will be selected for participation in the Program with the COLW. The COLLEGE shall provide the COLW with a list of all students eligible to participate in the Program. The COLLEGE shall retain responsibility for the quality of services provided by the students while with the COLW and the COLLEGE will comply with all legal requirements and standards in connection with clinical training. The acceptance of the student into the Program is at the sole discretion of the COLW.

C. Provision to Provide Educational Services: All COLLEGE personnel and students shall cooperate with LWFD and, upon request, provide documentation satisfactory to COLW, of all initial and periodic reasonable background checks, health screens, and drug tests as may be deemed necessary by COLW. COLW may impose such additional reasonable requirements on COLLEGE personnel and students as are from time to time imposed upon its own employees pursuant to normal LWFD procedures and guidelines upon written notice to COLLEGE.

D. Orientation: The COLLEGE shall require all faculty and students to participate in a COLW approved orientation prior to beginning a clinical rotation.

- E. Insurance Requirement:** The COLLEGE shall obtain and maintain an accident insurance policy with a minimum limit of \$100,000 medical coverage and \$100,000 accidental death benefits, which lists the City of Lake Wales and each student as additional insured persons. The COLLEGE shall provide written proof that each student is either employed by the COLW or being required by the student's employer as part of the student's employment to participate in the Program. Whether proper proof has been provided is at the sole discretion of the COLW.
- F. Supervision of the Educational Services:** The COLLEGE is responsible for (i) enforcement of COLW and LWFD administrative policies; including reporting incidents that occur in the COLLEGE or LWFD facilities and operations which might require disclosure to governmental authorities by COLW; (ii) conforming to LWFD's operating standards, including all requirements relating to handling, storage, and disposal of biohazardous materials; (iii) providing the necessary and appropriate uniforms and required supplies not provided by the COLW; (iv) assuring each student knows to arrive on time to LWFD for clinical training and that they are to follow all established COLW and LWFD regulations during the clinical training; and (v) advising LWFD as to any special needs in the LWFD facilities and operations of which the COLLEGE or its personnel may be aware, including supplies, material and equipment.
- G. Cooperation with Respect to Educational Services:** Subject to the reasonable rules and regulations of the COLW and LWFD, the COLLEGE will perform such teaching and similar duties as are in accord with LWFD's policies, procedures and operations. LWFD may deny participation by any student who fails to comply with COLW policies and /or LWFD guidelines and procedures, or who hinders, interferes with or unduly inconveniences the operations of LWFD.
- H. Patient Records:** The COLLEGE shall ensure that all required patient records relating to the clinical experiences of its personnel and students are prepared and maintained in accordance with applicable Florida and federal law and any other requirements that may be imposed by LWFD. All such records shall be delivered to and maintained by LWFD in accordance with its policies and procedures. The COLLEGE shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.
- I. Incident/Injury:** The COLLEGE shall require its personnel and students to report any incident or injury that is experienced or witnessed by COLLEGE'S personnel or student as a part of the clinical experience to LWFD. COLW shall not be responsible for any medical care, counseling or other follow-up as may be necessary as a consequence of any incident or injury to COLLEGE's personnel or students, and COLLEGE's personnel and students shall provide a release for COLW as consideration for the clinical experience to be furnished by COLW. In connection with the foregoing, the COLW shall be responsible for compliance by the COLW and its personnel with any State or federal statutes, regulations, rulings or orders related to safe work practices and environment.
- J. Health Insurance Portability and Accountability Act (HIPAA):** The COLLEGE shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), to protect the privacy of any personally identifiable protected health information

(PHI) that is collected, processed or learned as a result of the services provided hereunder. The COLLEGE will compel employees and students to sign affidavits acknowledging receipt of an understanding of all rules and regulations related to HIPAA. THE COLLEGE agrees to hold harmless and indemnify COLW to extent provided by law from any action, such as fines or civil action resulting from a breach of patient privacy by the COLLEGE employees or students.

K. Indemnifications: The COLLEGE is a public entity entitled to the privileges of sovereign immunity except to the extent it has been waived by Section 768.28, F.S. within the limitations, established by Section 768.28, F.S. The COLLEGE shall defend, hold harmless and indemnify the COLW, its officers, employees and agents, from and against any and all suits, demands, claims, damages, losses, costs, attorney's fees or experiences of any kind for which the COLW may incur by reason of the activities of the COLLEGE, its student and personnel. This indemnification shall not apply to loss, injury, death or damages arising by reason of COLW's negligence, either in whole or in part, and/or its officers, employees and agents. Nothing herein shall be deemed a waiver, express or implied, of COLW's sovereign immunity with respect to claims by third parties nor shall anything herein be deemed an increase in the limits of liability pursuant to Section 768.28, F.S.

II. Responsibilities of the COLW

A. Provision of Facilities and Equipment: LWFD shall maintain all facilities, equipment, supplies and services required in the operation of the LWFD services at its own cost and expense, subject to standard practices and procedures relating to budgeting and procurement procedures of LWFD. In connection with the foregoing, LWFD shall be responsible for compliance by LWFD and its personnel with any state or federal statutes, regulations, rules or orders related to safe work practices and environment.

B. Provision of Education Experience: LWFD shall make its resources available for the clinical experiences, including: (i) provide opportunities for observational and practical experiences in the "out-of-hospital environment"; (ii) assist in the orientation of COLLEGE personnel and students to the physical facilities, policies, and procedures of LWFD, as required; (iii) allow the COLLEGE personnel and students, at their own expense, to use LWFD eating facilities, if they so desire; and (iv) LWFD shall certify to the COLLEGE that each individual responsible for direction of each student is certified in the State of Florida. The COLLEGE may examine the LWFD facilities, equipment and operations to make its independent determination of the suitability of such for the provision of the clinical training. The COLW does not warrant that its LWFD facilities, equipment and operations are suitable for the COLLEGE's Program. Nothing in this Agreement shall be construed as requiring the addition of any facilities, equipment or other means or any changes in the operation of LWFD to accommodate the COLLEGE'S program.

C. Number of Students: The COLW shall determine the number of students who are allowed to participate in the Program and will consider the number of students suggested by the COLLEGE. The COLW'S determination will be based on the number of available positions in the Program and shall not hinder the operations of LWFD. Students will be accepted in the follow order:

- (i) Students enrolled in schools inside the boundaries of Polk County, Florida, who are currently employed by the COLW.
- (ii) Students enrolled in schools outside the boundaries of Polk County, Florida, who are currently employed by the COLW.
- (iii) Other students based on availability and at the discretion of COLW.

D. Patient Care: LWFD shall retain overall responsibility for quality of patient care and shall maintain administrative and professional supervision of students, insofar as their presence affects the operation of LWFD and/or the direct and indirect care of patients. LWFD provides non-transport emergency medical services under the State of Florida EMS Provider License of Polk County Board of County Commissioners, Lic#5302, ALS/T. Medical Direction and EMS Systems Protocols are provided by the same agency to the COLW LWFD.

E. Medical Treatment: LWFD shall provide the COLLEGE'S students with emergency medical care for injuries or illness incurred while assigned to duties at LWFD. The COLW or licensed transport agency having jurisdiction (Polk County Fire Rescue) may bill the student or facility member for these services.

III. Mutual Responsibilities

A. Environment of Clinical Learning Experiences: The COLW and the COLLEGE shall work together to maintain a quality environment for clinical learning experiences and quality patient care. Either party may call for meeting or conference to be promptly held between the parties to resolve any problems or to develop improvements in the operation of the Program.

B. Independence of Parties: None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the COLW and COLLEGE, other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other. Each party shall be and remain responsible for all hiring and firing decisions relating to its personnel and for all costs associated with its personnel.

C. No Discrimination: The COLLEGE and the COLW shall comply with the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and all laws protecting the rights of the disabled. Neither party will discriminate against any faculty member, student, employee or applicant for employment or admission into the program, on the basis of race, color, age, gender, national origin, disability or marital status.

D. Withdrawal of Students: Either party may request the withdrawal of a student from the Program whose conduct or work with patients or personnel is not satisfactory or based on a perceived lack of competency on the part of the student, the student's failure to comply with the rules and procedures of the COLW and/or the COLLEGE, or any other reasons where either party reasonably believes that it is not in the best interest of the Program for the student to continue. The requesting party shall provide notice to the other party and such student shall be suspended from the Program until the parties make a determination. IF the parties are unable to agree on a determination, the student shall be withdrawn from the Program ten (10) days from the date the other party receives notice of the request to withdraw student.

IV. Terms, Renewal and Termination

- A. Term and Renewal:** The term of this Agreement shall begin on the date of execution by the last party and shall be for a term of one (1) year. This Agreement shall automatically renew for two successive one (1) year periods, unless either party shall notify the other party of its intention to terminate this Agreement not less than sixty (60) days prior to its intended termination date.
- B. Termination Without Cause:** Either party may terminate this Agreement without cause at any time upon written notice given at least sixty (60) days before the intended date of termination.
- C. Termination for Cause:** Either party may terminate this Agreement at any time for “cause,” which shall occur under the following circumstances:

 - (i) Any party’s failure to fulfill its obligations specified in this Agreement, if such failure continues beyond a period of ten (10) days after notice thereof has been provided to the breaching party by the other party;
 - (ii) Any action by a party that in any way jeopardizes the other party’s license(s), or the license(s) or certification(s) of the other party’s employees, issued by the applicable Florida authorities or jeopardizes the certification of the other party by any appropriate authority.
- D. Students Currently Enrolled:** If the Agreement is terminated, the students currently enrolled in the program shall be permitted to complete the course of training, unless such termination or suspension occurs pursuant to Section IV, Paragraph C above. Students currently enrolled will not be allowed to continue the Program during any suspension or termination that occurs pursuant to Section IV, Paragraph C above.

V. Notice

- A. Required Notices:** If any notice is to be given pursuant to this Agreement, such notice shall be in writing, shall be deemed given upon receipt and shall be given by prepaid United States Mail, certified or registered, return receipt requested, to each party at the address of its principal office as specified below (or at such other address as a party may designate in writing from time to time in a notice given in accordance to this Section).

- B. Notice to COLLEGE:** Program Manager
EMT/Paramedic Training
_____ (Address)
_____ (City/State/Zip)

Notice to COLW: Lake Wales Fire Department
EMS Chief
253 W Central Avenue
Lake Wales, Florida, 33853

VI. General Provisions

- A. **Assignment and Binding Effect:** This Agreement and the rights and obligations created hereunder shall not be assignable by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors and permitted assigns. The transfer of responsibility or change in the name of any entity or division or unit under either party shall not be considered an assignment. This Agreement, including any and all amendments hereto, is not valid and effective for any purpose until approved by the COLW.
- B. **Applicable Law and Venue.** This Agreement shall be governed and construed in accordance with laws of the State of Florida. Venue for any action arising hereunder or in connection herewith shall be exclusively within Polk County, Florida with respect to any state claim, and the Middle District of Florida, Tampa, Florida, for any federal claims not raised in the state courts.
- C. **Waiver:** The waiver by any party of a breach of any provision of this Agreement by the other party shall not be construed as waiver by such party of any subsequent breach.
- D. **Additional Rights and Remedies:** Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity.
- E. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extend, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- F. **Survivability:** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination, including, without limitation, the indemnification obligations of the parties.
- G. **Effective Date:** This Agreement shall become effective on the date of execution by the City of Lake Wales.
- H. **Modifications:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement.
- I. **Entirety of the Agreement:** This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the Program, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal by their duly authorized representatives on the dates indicated below:

CITY OF LAKE WALES
ATTEST:

City of Lake Wales, a municipal corporation of the State of Florida

By: _____
(Title)

By _____
(Title)

Date: _____

Approved as a form and correctness:

City Attorney's Office

COLLEGE:

ATTEST:

By: _____

By: _____

(Print Name)

(Print Name)

(Title)

DATE: _____

DATE: _____