

CLINICAL AFFILIATION AGREEMENT

This Agreement is entered into this ____ day of ____ 2023, by and between **Ricky Rescue Training Academy, Inc.**, a Florida corporation, 2401 First Street, Suite 104, Fort Myers, Florida 33901 (hereinafter referred to as the "School") and **Lee County EMS**, 2000 Main Street, Fort Myers, Florida 33901 (hereinafter referred to as "Agency").

WHEREAS, the School desires to provide practice experience for students; and

WHEREAS, the Agency is offering to provide the necessary facilities for said practice experience in recognition of the need to educate students in one or both of the following programs: EMT and Paramedic.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. RIGHTS AND OBLIGATIONS OF THE SCHOOL:

1. Plan clinical experiences for groups of students with appropriate members of the staff and plan specific clinical assignments for EMT and Paramedic students.
2. Provide current copies of the program's statement of philosophy, curricula, the course objectives, and clinical evaluation tools to Agency.
3. Provide a schedule of student activities to Agency including student's names, instructor's names, dates and times of experiences, and types of experiences.
4. Assist any Agency-appointed clinical instructors in attaining competency in instruction and evaluative techniques to meeting program accreditation standards.
5. Maintain standards for EMT and Paramedic training as set forth in Florida Statute Chapter 401, Part III, and Florida Administrative Code Chapter 64J-1.
6. Inform the Agency as to the extent of the academic preparation of the students for the purpose of ensuring the appropriate level of practice assignments for the students.
7. Have regular communication with the designated representative of the Agency in order to coordinate the progress of practice experiences and determine their effectiveness.
8. Require students to complete the following prior to clinical placements:
 - a. Florida Department of Law Enforcement approved Electronic Fingerprint Scan and annual cleared background checks in compliance with the requirements of Florida's Care Provider Background Screening Standards

pursuant to section 435.04, 408.809(4), and 456.0635, Florida Statutes.

- b. A passed 10 panel urine drug screen completed annually.
- c. Compliance documentation signed by student's healthcare provider for clinical requirements including:
 - Physical Examination
 - Vaccines and immunizations per current CDC recommendations for Measles, Mumps, Rubella, Varicella, Tetanus, Diphtheria & Pertussis, Hepatitis B, and Annual Influenza
 - Annual Tuberculosis Testing
- d. Verification of current American Heart Association Basic Life Support for Healthcare Providers.
- e. Execution of the attached EMS Ride-Along Release of Liability and Indemnity Agreement acknowledging the requirements and expectations of the student.

9. Inform all students that they must meet the appropriate dress code, wear identification in accordance with the policies of the Agency and always conduct themselves in a professional manner while with Agency personnel, in an Agency building or in an Agency vehicle.

10. Inform all students that they must keep all patient information confidential and shall not disclose such information to third parties except as required by law. The School agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any regulations promulgated pursuant to HIPAA ("Regulations"). The School agrees not to use or further disclose any protected health information or individually identifiable health information (collectively, "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or its Regulations. The School shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. The School shall promptly report to Agency any use or disclosure of PHI not provided for by this Agreement or in violation of HIPAA or its Regulations of which the School becomes aware. In the event the School, with Agency's approval, contracts with any agents to whom the School provides PHI, the School shall include provisions in such agreements whereby the School and agent agree to the same restrictions and conditions that apply to the School with respect to such PHI. The School shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and its Regulations. Notwithstanding the foregoing, no attorney client, accountant client, or other legal privilege shall be deemed waived by the School or Agency by virtue of this section.

11. Upon reasonable request of the Agency, remove any student from the training site and from participating in the practice experience as long as such request shall not discriminate against any student on the basis of race, religion, creed, ethnic or national origin, marital status, age, sex, pregnancy, disability or veteran's status.

12. Comply with the policies and practices of the Agency.

13. For and in consideration of receipt of \$10.00 and other good and valuable consideration, School shall indemnify and hold harmless Agency and all of its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of School and persons employed or utilized by School hereunder.

14. School shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least \$1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, the limit shall be at least \$2,000,000. Products and completed operations aggregate shall be no less than \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, personal injury and advertising injury. School's CGL insurance shall be primary with respect to Agency, and contribution may not be sought from any insurance held by the Agency.

School shall have and maintain throughout the duration of the Agreement Business Automobile Liability Insurance with limits of at least \$1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. School's Business Automobile Liability insurance shall be primary with respect to Agency, and contribution may not be sought from any insurance held by the Agency.

Unless exempt, School shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$1,000,000 each accident, \$500,000 each employee, and \$500,000 policy limit for disease. In case any work is subcontracted, School shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by School.

All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Lee County Board of County Commissioners must be named as an additional insured on all policies except Workers' Compensation. School must provide valid certificates of insurance to the Agency for all policies. School will be required to provide the Agency, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

B. RIGHTS AND OBLIGATIONS OF THE AGENCY:

1. To provide the opportunities, facilities and equipment for students to observe and practice appropriate skills in the Agency's locations.
2. To orient the students and applicable faculty about its policies and procedures.
3. Retain responsibility for care given to patients.
4. Request School to withdraw any student or faculty member from its facilities whose conduct or work is not in accordance with standards acceptable to Agency.

C. MUTUAL RIGHTS AND OBLIGATIONS:

1. To plan, implement, and evaluate the clinical aspects of the School's clinical experience through cooperative efforts of representatives of the School and Agency.
2. Faculty and students of the School who practice or work at the Agency pursuant to this Agreement shall be doing so as an integral part of their employment or enrollment at the School. Agency shall not substitute students of the School for paid Agency staff for any purpose, function, or task while the students are attending practice courses and no student shall be considered to be an employee of the Agency during the practice courses. The School shall provide the Agency evidence of worker's compensation insurance coverage for any employees working under this Agreement.
3. Nothing in this Agreement shall be construed as creating an agency, employment, or joint venture relationship between the Agency and the School or between the Agency and any student or faculty member of the School.
4. The number of students assigned will be subject to the availability of the Agency's personnel for teaching and supervision and will be arranged in advance.
5. The parties acknowledge that they have thoroughly read this Agreement and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rules of strict construction shall be applied against either party hereto. This Agreement shall be interpreted and governed according to the Laws of the State of Florida. The School submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Agreement shall be in Lee County.

D. TERM OF AGREEMENT AND MODIFICATIONS:

1. The term of this Agreement shall be from August 30th, 2023, through August 30th, 2024. The Agreement shall thereafter automatically renew for five (5) years, unless either party provides 90 days' advance written notice of termination.

2. Either party hereto may terminate this Agreement, without cause, at any time by providing the other party at least 90 days' written notice, however, any currently enrolled students will be permitted to complete the clinical rotation.

3. Changes and modifications to this Agreement shall be in writing and shall be deemed to have been executed when signed by both parties to the Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement effective on the date first above written with the intent to be legally bound.

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Chair

**RICKY RESCUE TRAINING
ACADEMY, INC.**

By:  _____
Jeromy A. VanderMeulen

**ATTEST: KEVIN C. KARNES
CLERK OF COURTS**

By: _____
Deputy Clerk

**APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY**

By: _____
Office of the County Attorney