

HEALTH CARE AGENCY AFFILIATION AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____ 2017,

by and between:

CITY COLLEGE, INC., a Florida non-profit corporation, with offices located at 2000 W. Commercial Blvd. No. 200, Fort Lauderdale, Florida 33309, hereinafter referred to as "ACADEMY,"

and

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, with offices located at 100 W. Atlantic Blvd., Pompano Beach, Florida, 33060, hereinafter referred to as "HEALTH CARE AGENCY."

WHEREAS, the ACADEMY desires that students enrolled in its health related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

WHEREAS, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

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

1. The education of the student shall be the only purpose of the program.
2. Both parties agree not to discriminate against any student, in any manner whatsoever on account of race, creed, color, sex, age, national origin, or disability, provided that such disability does not prevent satisfactory participation in the program should no reasonable accommodation for same be available that would permit adequate participation.
3. The HEALTH CARE AGENCY agrees to accept ACADEMY students as determined by mutual consultation and to make available, as practical, facilities to the ACADEMY in order to

provide necessary clinical experience as part of the program including but not limited to, riding with HEALTH CARE AGENCY'S Fire Rescue Units. The ACADEMY shall be responsible for the field educational experiences and evaluation of programs through an identified field preceptor. The ACADEMY agrees to provide the resources as described in Exhibit "A" to HEALTH CARE AGENCY as part of the terms and obligations of this agreement.

4. The HEALTH CARE AGENCY agrees to make available emergency medical treatment, when such facilities exist, for minor injuries incurred by students or acute illness while at the HEALTH CARE AGENCY for clinical experience, and without cost for any services that may be also provided by the HEALTH CARE AGENCY to the student. Treatment and transport for injuries will be rendered by the paramedic on duty. The HEALTH CARE AGENCY is not responsible for changes made to the student by any private physician or hospital that provides treatment to the student.

5. The ACADEMY shall select practical educational experiences based upon the needs of the students to meet objectives of the program.

6. The ACADEMY shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure ACADEMY personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students, and shall designate a person or persons to act as liaison with the ACADEMY and students.

7. At the discretion of the HEALTH CARE AGENCY or the ACADEMY, any student unacceptable for reasons of health, performance, or any other reasonable and legally permissible cause shall be withdrawn from the HEALTH CARE AGENCY'S program. ACADEMY agrees that it shall only provide students for the program that meet the minimum requirements for the

certification for paramedics and fire fighters and shall obtain a criminal background check from FDLE for each student to verify the suitability of participants with regard to such requirements.

8. The ACADEMY is not a Health Care Agency and does not provide health care. The HEALTH CARE AGENCY is responsible for all health care rendered in its facility and in the providing of this care the ACADEMY'S Program Director, faculty, and students are not employees and providers of health care. Such health care is the responsibility of the HEALTH CARE AGENCY'S employed personnel. Any procedures and services rendered by students under supervision of the ACADEMY'S program Director and faculty in cooperation with the HEALTH CARE AGENCY'S employed personnel shall be deemed to be the responsibility of the HEALTH CARE AGENCY.

9. ACADEMY agrees to indemnify and hold harmless HEALTH CARE AGENCY and all of its officials, directors, employees, commissioners, agents and staff, from and against all suits, damages, debts, liabilities, claims, demands, causes of action and loss, including court costs and attorney's fees, which may be brought or imposed or incurred by any person, entity, thing or party, their heirs, assigns, personal representatives or successors, arising from the negligence or other acts of omission or any act or actions of the ACADEMY or its students participating in the program which are alleged to have caused, in whole or in part, any injury to any persons or damage to any property occurring during or as part of, or as a direct or indirect result of students participation in the program with HEALTH CARE AGENCY.

10. Venue for any litigation stemming from this Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit, Broward County, Florida.

11. Student participants in the program shall sign a Hold Harmless Agreement, approved by HEALTH CARE AGENCY, and holding said HEALTH CARE AGENCY harmless, prior to

their participation in the program, with a copy of same provided to HEALTH CARE AGENCY prior to participation.

12. ACADEMY shall be required to record and preserve complete and accurate records for all activities under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable laws(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

13. Comprehensive liability insurance coverage for the students and the Certified Instructors will be provided by the ACADEMY. A Certificate of Insurance will be sent yearly to the HEALTH CARE AGENCY.

14. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGNEY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the ACADEMY.

15. The ACADEMY Program Director shall recommend appointment of affiliate faculty. The ACADEMY program Director shall advise the affiliate faculty regarding course content, objectives, student evaluation criteria and procedures. Affiliate faculty are responsible to the Program Director for the supervision of student in the program. Continuation and renewal of affiliate faculty status is contingent upon satisfactory performance and the ACADEMY'S need for the position in the HEALTH CARE AGENCY.

16. HEALTH CARE AGENCY is subject to Privacy Rule (45 CER Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the

Health Portability and Accountability Act of 1995 (HIPPA), and the ACADEMY and its students agree not to use or further disclose any Protected Health Information as defined by said Act. ACADEMY agrees to also appropriate safeguards to prevent use of disclosure of Protection Health Information other than as provided for by this agreement.

17. The term of this agreement shall be for five (5) year commencing on date of approval by the City Commission of HEALTH CARE AGENCY and shall be subject to review and renewal annually, by both parties giving the either sixty (60) days advance written notice of their intent to renew, provided, however that either party shall have the right to terminate this Agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“HEALTH CARE AGENCY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“ACADEMY”:

CITY COLLEGE, INC., a Florida non-profit corp.

Witnesses:

Ginger Ruback

Ginger Ruback

(Print or Type Name)

Heather Payne

Heather Payne

(Print or Type Name)

By: R.E. Curry

Print Name: R. Esther Curry

Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of SEPTEMBER, 2017, by R.E. CURRY as PRESIDENT of CITY COLLEGE, INC., a Florida Not for Profit Corporation on behalf of the corporation. He/she is personally known to me or who has produced Donna L Varela (type of identification) as identification.

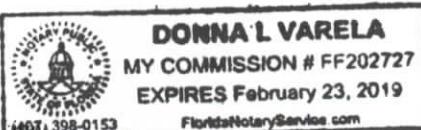
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Donna L Varela
(Name of Acknowledger Typed, Printed or Stamped)

FF 202727

Commission Number



9/13/17

L:agr/fire/2017-1082

EXHIBIT A

Pompano Fire Rescue will utilize City College (Fort Lauderdale Campus) as a testing facility for its Promotional Examinations.

- Accommodations will be made to set aside 7 rooms for promotional testing.
- These accommodations will be granted biannually preferably during the normal student body breaks in term. However, if at such time the promotional examinations are contractually forced to test during term weeks, accommodations will be made.
- Notification for accommodations must be made with no less than 30 days' notice.

Description

- 5 rooms - At least 10 X 10 in size that contains at least 2 tables and 4 chairs (class rooms like those found on campus ie EMS classroom sizes).
- 1 break area room, for up to 15 people to eat lunch and breakfast which is private and away from the student body. Pompano feeds all Assessment center candidates and evaluators.
- 1 room as a Candidate holding area - not close to any room that a candidate can hear the testing, that holds at least 8 people.

Timeframe

- 7:30 p.m. – 5:30 p.m. weekdays only.
- Two Assessment Center test days back to back (based on number of candidates if required to test).
- 2 Assessment Center testing dates annually.