
AFFILIATION AGREEMENT

between

HERNANDO COUNTY, FLORIDA

and

FIRST RESPONSE TRAINING GROUP, LLC

related to

**FIRE RESCUE'S EMT AND PARAMEDIC EDUCATIONAL
FIELD EXPERIENCE PROGRAM**

This **AFFILIATION AGREEMENT** ("Agreement") is entered into by and between **HERNANDO COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at **15470 Flight Path Drive Brooksville, Florida 34604**, on behalf of its Fire Rescue Division (the "County"), and the **FIRST RESPONSE TRAINING GROUP, LLC**, a Florida limited liability company, with its principal address located at 6310 Hazeltine National Drive, Orlando, Florida 32822 (the "School"). The County and the School may be referred to in this Agreement individually as "party" or collectively as "parties."

WHEREAS, the School offers the Emergency Medical Technician (EMT) and Paramedic programs, part of which requires students to obtain practical field experience under appropriate supervision ("field experience"); and

WHEREAS, the School therefore seeks opportunities to enter into arrangements with entities that are able to provide the students enrolled in the School's EMT and Paramedic programs with such field experience; and

WHEREAS, the County, through its Fire Rescue Division, has the appropriate facilities and personnel to provide such field experience to the students of the School and finds that its provision of such field experience to the School's students through the establishment of the "Educational Field Experience Program" (the "Program") benefits the public welfare by providing "real life" experience in saving lives to future EMT and Paramedics.

NOW AND THEREFORE, in consideration of the mutual promises in this Agreement, the School and the County agree as follows:

Section 1: Recitals. The above recitals are true, correct, and are hereby incorporated as a material part of this Agreement.

Section 3. Definition of "Student".

A. Pursuant to this Agreement, a "Student" is an individual that, for the duration of their participation in the Program and without regard as to whether he or she is compensated or uncompensated:

1. Is enrolled as an active student at the School; and
2. Is engaged in a course of study for which the Program's field educational learning experience is relevant.

Section 4: Responsibilities of the County.

A. The County shall:

1. Designate a person within the County's Fire Rescue Division to serve as liaison ("County Liaison") and provide to the School, in writing, the name and professional and academic credentials of the County Liaison prior to beginning any Student's field experience contemplated under this Agreement.
2. Provide Students with an appropriate orientation regarding the County's policies and procedures.
3. Notify the School, in writing, of any Student whose work or conduct with the County's clients, patients, students, or personnel is not, in the sole opinion of the County, in compliance with acceptable procedures or standards of performance, or otherwise could disrupt patient care or the County's operations.
4. Retain ultimate responsibility for the work-place and its operations.
5. Endeavor to comply with all applicable requirements of any accreditation authority over the County and School and certify such compliance to the School upon request.
6. Permit the authority responsible for accreditation of the School's curriculum to inspect the facilities, services, and other related items.
7. Only allow currently employed Hernando County Fire Rescue personnel enrolled in the School's Paramedic program to have access to clinical rotations with the County.

Section 5: Responsibilities of School.

A. The School shall:

1. Designate a member of the School faculty ("School Liaison") to coordinate Program participation of its Students with the County Liaison. The School shall provide to the County the name and applicable contact information of the School

2. Provide the County, in writing, the names and departmental affiliations of the Students assigned by the School prior to those Students participating in the Program. The School shall also provide the County, in writing, the name and contact information of each Student's departmental supervisor.
3. Only permit those students who have satisfactorily completed the portions of the School's curricula which are a prerequisite to participate in the Program.
4. Require all School staff and faculty associated with the Program to:
 - a. Comply with the confidentiality requirements of HIPAA and this Agreement; and
 - b. Report any and all suspected breaches of those requirements in the manner required by this Agreement.
5. Inform Students participating in the Program that those Students shall:
 - a. Wear appropriate attire or the assigned uniform while on duty;
 - b. Wear, at all times, a pictured name tag identifying his or her status with the School;
 - c. Comply with the County's policies and procedures including, but not limited to, the County's policies on confidentiality and disclosure of information, as well as the requirements related to – and responsibilities under – HIPAA;
 - d. Comply with all applicable federal, state, and local law, ordinances, rules, and regulations; and
 - e. Obtain **prior** written approval of both parties to this Agreement before publishing any material in any journals, books, periodicals or other similar outlets related to the learning experience provided under the terms of this Agreement.

Section 6. No Guarantee of Placement. Both the County and the School acknowledge that neither party guarantees placement or the maintained placement of any Student within the Program.

Section 7. Student Health Insurance and Emergency Care.

A. **Health Insurance.** The School shall require all Students to carry health insurance and shall provide verification of that health insurance to the County upon request. Failure by the County to verify a Student's health insurance does not in any way relieve the School of its responsibility under this provision.

B. **Emergency Care.** If emergency care becomes necessary for a Student for any reason, including, but not limited to, accidental injury, illness, or exposure to an infectious or environmental hazard, while that Student is participating in the Program or in the Program facility, then the County will arrange for immediate emergency care for that Student. The County shall not be responsible for any associated costs of emergency care, including, but not limited to, any costs related to follow-up care or hospitalization.

Section 8. Student Requirements.

A. **All Students.** By executing this Agreement, the School acknowledges that all Students participating in the Program are required to meet the County's hiring standards, regardless if they are compensated or uncompensated. Accordingly, **the County reserves the right to deny participation to any Student**, including any Student who refuses to provide any requested or required documentation (such as photo identification or driver's license, social security card, official transcripts, proof of immunization and health insurance, etc.) prior to that Student's participation in the Program.

B. **Immunizations; Health Examinations.** The School shall ensure that all Students have received, and are able to provide evidence to the County of Students having received, all required immunizations and have completed any health examinations required by the County.

C. **PPD/TST Testing.** The School shall ensure that all Students have obtained, and are able to provide evidence to the County of having obtained, annual PPD/TST testing.

D. **Respiratory Mask Fitting.** The School shall ensure that all Students undergo annual respiratory mask fitting prior to the commencement of an assignment with the County.

E. **OSHA Universal Precaution Training.** The School shall ensure that all Students undergo, and are able to provide evidence to the County of having undergone, the Occupational Safety and Health Administration's Universal Precaution Training.

Section 9. Immediate Withdraw; Removal from Premises.

A. **Immediate Withdraw.** The County reserves the right to require the immediate withdraw, by the School, for the following: (i) any Student whose work or conduct fails to meet the County's standards of performance; (ii) a Student's failure to comply with the County's policies and procedures; or (iii) upon determination, by the County in its sole discretion, that such Student's presence is deemed detrimental to the interest of the County.

B. **Removal from the Premises.** The County may, in its sole and absolute discretion, remove any School faculty, employee, or Student from the County's premises or the Program at any time. In such event the removal is of a Student, said Student's participation in all assignments with the respective placement department or division shall immediately cease, and

they shall only be permitted to resume such assignments upon mutual agreement by the County and the School.

Section 10. HIPAA Privacy and Security Rules.

A. The County shall provide all Students with compliance training in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 (“HIPAA”), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the “Federal Security Regulations”), prior to any Student’s participation in the Program.

B. By execution of this Agreement, the School hereby certifies that no Student shall be expected to share or disclose to the School – including the Student’s non-County supervisory faculty or any other School employee – any information and/or data that:

1. Is protected health or personally identifiable information; or
2. Has not been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR §165.514.

C. Within forty eight (48) hours of discovery, the School shall report to the County’s HIPAA Privacy Officer any use or disclosure in violation of this Agreement, HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient’s Protected Health Information (“PHI”). The County’s HIPAA Privacy Officer shall be contacted at:

Gary Emerson
15470 Flight Path Drive
Brooksville, FL 34604
352-754-4793

Section 11. Term of Agreement.

A. **Term.** The term of this Agreement shall commence on the date of execution by both parties and shall remain in effect until January 1, 2028.

B. **Effective Date.** The effective date is the date of execution by the last signing party.

C. **Automatic Renewal.** Unless terminated by one of the parties pursuant to the Termination provisions of this Agreement, this Agreement shall automatically renew on an annual basis starting on January 1, 2028, for up to five (5) additional annual periods.

D. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

E. Renewal may be denied with or without cause at any time prior to or during the Agreement, on the same grounds as permitted by the Termination provisions of this Agreement.

Section 12. Termination of Agreement. Either party may cancel this Agreement at any time, either with or without cause. The terminating party shall give the other party thirty (30) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the thirty (30) days' notice.

Section 13. Independent Contractor. The relationship of the parties shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. The Students shall participate in the Program for the sole purpose of fulfilling specific requirements for clinical education as part of a degree requirement and, therefore, the School's students are not to be considered employees or agents of either the School or the County for any purpose, including Worker's Compensation, employee benefits programs, or other form of compensation.

Section 14. Indemnification. The School agrees to indemnify the County as set forth within this section:

A. If the School is a public institution within the State of Florida, each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. If the School is a private institution or institution outside the State of Florida, to the fullest extent permitted by law, the School shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the School or its students, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained in this Agreement shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

Section 15. Liability. Unless otherwise explicitly stated in this Agreement, the County shall in no way be liable to the School for any special, consequential, incidental, punitive, or

indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

Section 16. Insurance.

A. **The County.** Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, the County acknowledges that it is self-insured for General Liability and Automobile Liability with coverage limits as set for in Section 768.28, Florida Statutes. Evidence of such coverage shall be furnished to the School upon request.

B. **The School.** The School shall procure insurance as required within this Agreement. Any failure on behalf of the County to verify that the School has complied with the applicable insurance requirements of this Agreement does not, in any way, relieve the School of its obligations to ensure that such applicable insurance coverage is in place.

1. If the School is a public institution within the State of Florida, these insurance requirements shall apply:
 - a. The School shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance (including sexual abuse and molestation) for itself and its employees for a claim or judgment by any one person in a sum not exceeding \$200,000 and for all claims or judgments arising out of the same occurrence in a total amount not to exceed \$300,000. Evidence of such insurance coverage shall be made available to the County prior to any Student starting a field experience and no Student shall begin the field experience until the County has approved such insurance documentation.
 - b. During the term of this Agreement and any renewal of this Agreement, the School shall also procure and maintain general and professional liability protection (either through the School's program or by individual coverage) with a limit of \$1,000,000 for each Student while they are engaged in activities pursuant to this Agreement. The School shall submit certificates of protection to the County evidencing such coverage at the time of the execution of this Agreement, and at any renewals of this Agreement.
2. If the School is a private institution or an institution outside the State of Florida, these insurance requirements shall apply:
 - a. The School shall procure and maintain, during the term of this Agreement and any renewal of this Agreement, professional liability insurance (including sexual abuse and molestation), for itself and its employees for a claim or judgment by any one person in a sum not exceeding \$1,000,000 and for all claims or judgments arising out of the same occurrence in a total amount not to exceed \$3,000,000. Evidence of such insurance coverage shall be made available to the County prior to any Student

starting a field experience and no Student shall begin the field experience until the County has approved such insurance documentation.

- b. During the term of this Agreement and any renewal of this Agreement, the School shall also procure and maintain general and professional liability protection (either through the School's program or by individual coverage) with a limit of \$1,000,000 for each Student while they are engaged in activities pursuant to this Agreement. The School shall submit certificates of protection to the County evidencing such coverage at the time of the execution of this Agreement, and at any renewals of this Agreement.

Section 17. Records Management. Both parties shall retain copies of all records associated with this Agreement for a period of five (5) years from the date of termination. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings. Should one party dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required in this Agreement, all such records shall be transferred to the other party for retention.

Section 18. Public Records. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the School, or provided to the School pursuant to this Agreement, are public records and the School agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

Section 19. Notices. All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States Postal Service certified mail with return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to the applicable County Liaison and School Liaison, and to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

To the County: Hernando County Fire Rescue
Attn: Chad Coates, Division Chief of EMS
15470 Fight Path Drive
Brooksville, Florida 34604

To the School: First Response Training Group, LLC
Attn: Jason Marquez, President / CEO
6310 Hazeltine National Drive
Orlando, Florida 32822

Section 20. General Provisions.

A. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

B. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. **Use of County Logo.** The School is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County.

D. **Tobacco Free Campus.** All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in one or both of the following: (1) Civil penalties levied under Chapter 386.208, Florida Statutes, for the offending individual – when applicable; and (2) Termination of this Agreement between the School and the County.

E. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall, confer upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

F. **Non-Exclusive Agreement.** This Agreement shall be non-exclusive to both parties providing both the School and the County the right to enter into agreements regarding the same or similar agreements with other parties.

G. **Assignment.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent. Subject to the foregoing, each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

H. **Performance.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default under this Agreement, nor shall any such delay give rise to any claim for damages.

I. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

J. **Remedies.** No remedy conferred at law or in this Agreement upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise that party's available rights, powers, or remedies.

K. **Governing Law.** This Agreement and any and all actions directly or indirectly associated with this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without reference to any conflicts of law provisions.

L. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Fifth Judicial Circuit in and for Hernando County, Florida.

M. **Jury Waiver.** Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any right it may have to trial by jury in any proceeding directly or indirectly arising out of or relating to this agreement.

N. **Attorneys' Fees and Costs.** Unless explicitly otherwise stated in this Agreement, the parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees incurred in connection with this Agreement and any dispute or litigation that arises either directly or indirectly from this Agreement.

O. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

P. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Q. Equal Opportunity and Nondiscrimination Policy. The County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin.

1. The School represents that the School has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The School agrees that, on written request, the School shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the School shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The School agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

R. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

S. Headings. The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

T. Authority of Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

U. Written Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

Section 21. Entire Agreement. This Agreement, and any documents incorporated or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of

the parties with respect to the subject about which this Agreement was drafted. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Hernando County Fire Rescue

By and through: 
Fire Chief Paul Hasenmeier

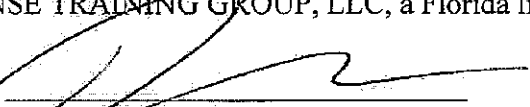
Date: 4/14/20

Board of County Commissioners, with counsel's approval as to form and legal sufficiency

By and through: _____
Chairman Jerry Campbell

Date: _____

FIRST RESPONSE TRAINING GROUP, LLC, a Florida limited liability company

By and through: 
Printed Name: Jason Marquez
Title: FRTG Chief Executive Officer

Date: 3/24/2020

Approved as to Form and Legal Sufficiency

By: Notasha Lopez Perez
County Attorney's Office