

CS-12-78

# CONTRACT APPROVAL FORM

2012 NOV -2 AM 10: 06

(Contract Management Use only)

CONTRACT TRACKING NO.

Cm1923

## CONTRACTOR INFORMATION

Name: Florida Medical Training Institute (FMTI)

Address: 8102 Blanding Boulevard, Suite 4; Jacksonville, FL 32244

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contractor's Administrator Name: Sonya Carlson Title: Campus Director

Tel#: 904.779.6000 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: FMTI Clinical Agreement Contract Value: N/A

Brief Description: Nassau County Fire Rescue & FMTI clinical agreement

Contract Dates : From: 10/1/2012 to 10/1/2013 Status:  New  Renew  Amend#  WA/Task Order



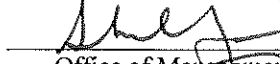

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase


New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION

- |    |   |                 |                       |
|----|---|-----------------|-----------------------|
| 1. |  | <u>11-1-12</u>  | <u>N/A</u>            |
|    | Department Head Signature   | Date            | Funding Source/Acct # |
| 2. |  | <u>11-16-12</u> |                       |
|    | Contract Management   | Date            |                       |
| 3. |  | <u>11-27-12</u> |                       |
|    | Office of Management & Budget   | Date            |                       |
| 4. |  | <u>11-30-12</u> |                       |
|    | County Attorney (approved as to form only)  | Date            |                       |

Comments: \_\_\_\_\_

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL



Ted Selby \_\_\_\_\_ 12/3/12

Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

2012 NOV 27 PM 4: 52

# **FLORIDA MEDICAL TRAINING INSTITUTE**

## **CLINICAL AGREEMENT: AMBULANCE SERVICE**

### **I. PARTICIPATING AGENCIES**

THIS AGREEMENT between Southwestern Acquisition, LLC dba Florida Medical Training Institute hereinafter referred to as the Agency, NASSAU COUNTY FIRE/RESCUE hereinafter referred to as the Ambulance Service shall be effective from October 1, 2012 to September 30, 2013.

### **II. PURPOSE OF AGREEMENT**

It is mutually agreed that the purpose of this Agreement is 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.

### **III. GENERAL PROVISIONS OF AGREEMENT**

- A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, disability or handicap and adhere to the provisions of Federal and State laws regarding discrimination.
- B. The Ambulance Service will provide, at the Participant's expense, emergency care for injuries or acute illness while on duty at the Ambulance Service in accordance with the provisions of this Agreement.
- C. This Agreement shall automatically renew annually. Either party shall have the right to terminate this Agreement upon 30 days written notice.

### **IV. SPECIFIC RESPONSIBILITIES OF THE AGENCY**

- A. Agency shall designate a person or persons to coordinate and act as liaison with the appropriate Ambulance Service personnel.
- B. Agency shall provide the Ambulance Service with a list of participants in the learning experience at least ten (10) days before each program is to start.
- C. Agency shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the Ambulance Service.
- D. Agency shall insure that the participants comply with the provisions of Section VI.
- E. Agency agrees to indemnify and hold harmless the Ambulance Service and its officers, directors, employees, and agents, and reasonable attorney's fees on account thereof, that may be sustained or incurred by reason of any and all claims,

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demands, suits, actions, judgments, and executions for damages which directly or indirectly arise out of the internal acts or omissions to act or negligence of the school, its students, employees, affiliates, subsidiaries and/or agents in connection with the activities described or referred to in this Agreement.

- F. Agency shall procure and maintain, during the term of this Agreement and any renewal, liability insurance to cover any and all 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 carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000/\$3,000,000 and the Ambulance Service shall be an additional named insured under such general liability policy. Agency shall submit certificates of insurance to the Ambulance Service evidencing such insurance at the time of the execution of this Agreement, and as requested by the Ambulance Service. Agency agrees that the Ambulance Service will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.
  
- G. Agency agrees to provide Nassau County Fire/Rescue with two (2) seats per year in a Paramedic Program at no cost (tuition, books and uniforms) to the student or Fire Department. Selection of these students will be the responsibility of the Fire Department.

### **V. SPECIFIC RESPONSIBILITIES OF THE AMBULANCE SERVICE**

It shall be the responsibility of the Ambulance Service to:

- A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
  
- B. Provide opportunities for a learning experience with appropriate supervision.
  
- C. Retain ultimate responsibility for patient care even if that care is given by a student.
  
- D. 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.

### **VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT**

It shall be the responsibility of the participant(s) assigned through this Agreement to:

**FLORIDA MEDICAL TRAINING INSTITUTE**  
**CLINICAL AGREEMENT: AMBULANCE SERVICE**

- A. Comply with the policies and procedures of the Ambulance Service.
- B. Provide the necessary and appropriate uniform while on duty in the Ambulance Service.
- C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- D. Sign a "Hold Harmless Agreement" with the Ambulance Service prior to commencing his/her experience within the Ambulance Service, a copy of which is attached to this agreement.
- E. At all times wear the appropriated badge on every clinical, and comply in all respects with the student requirements set forth in the requirements Sheets.

**VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT**

The Ambulance 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 Ambulance Service or is detrimental to patients or others.

**VIII. MODIFICATION OF AGREEMENT**

Modification of this Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

**IX. COPIES OF AGREEMENT**

Copies of this signed Agreement shall be placed on file and be available at the corporate office of the Agency and in the offices of the Ambulance Service.

[THIS SPACE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]

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CLINICAL AGREEMENT: AMBULANCE SERVICE**

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

**NASSAU COUNTY FIRE/RESCUE DEPARTMENT**

Signed by: *[Signature]*

Title: *Fire Chief*

Date: *11-2-12*

**SOUTHWESTERN ACQUISITION, LLC dba FLORIDA MEDICAL TRAINING INSTITUTE**

Signed by: *Denny Carlson* *Sonya Carlson*

Title: *Campus Director*

Date: *10/16/12*

**CONFIDENTIALITY AND HOLD HARMLESS STATEMENT**

I, \_\_\_\_\_ hereby acknowledge my responsibility under both Federal and state laws and the Agreement between Florida Medical Training Institute and [**Enter Department Name**] (“Department”) to keep confidential any information regarding Department’s patients, all propriety information and trade secrets of Department. I further agree not to reveal or disseminate any information regarding any patient, in any manner or form to any person(s), except to authorized clinical staff and associated personnel, as required by law, or as expressly authorized in writing by Department.

I agree that in consideration for the Department providing me this opportunity to acquire training and instruction, I agree to indemnify and hold harmless the Department of and from any claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by the negligent acts on the part of myself, arising out of any instructional or training activity. I agree that I will defend, at my own expense, actions, lawsuits, or proceedings which may be brought against the Department in connection with the above and shall satisfy, pay and discharge any judgments that may be entered against the Department in any such actions or proceedings.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Program Participant Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness