

AFFILIATION AGREEMENT Health Sciences

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ for the execution of the Agreement by both parties (the "Effective Date") between **City College, Inc.** ("College"), and _____ ("Facility").

R E C I T A L S:

A. College offers to enrolled students a degree program in the field of _____

B. Facility operates Health Care facility licensed in the State of Florida ("State").

C. College desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a **Health Care** facility.

D. Facility has agreed to undertake training activities and to make its facility available to identified students of College for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF College.

a. **Clinical Program.** College shall be responsible for the implementation and operation of the clinical component of its program at Facility ("Program"), which Program shall be approved in advance by Facility. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Facility; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Facility; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Facility; (iv) continuing oral and written communication with Facility regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Facility; (vi) participation, with the students, in Facility's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between College and Facility.

All students, faculty, employees, agents and representatives of College participating in the Program while on Facility premises ("Program Participants") shall be accountable to Facility's Administrator. College shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** College shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** College shall provide to Facility, upon request, satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Facility patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include evidence that each Program Participant is free of symptoms of tuberculosis, physical examination and documentation of immunization or immunity to rubella, rubeola, hepatitis B, tetanus, and mumps vaccine/titers. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment in case of illness or injury while participating in the Program at Facility. In no event shall Facility be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code and Meals.** College shall require the students assigned to Facility to dress in accordance with dress and personal appearance standards approved by College. Such standards shall be in accordance with Facility's standards regarding same. Program Participants shall pay for their own meals at Facility.

e. **Performance of Services.** All faculty provided by College shall be duly licensed, certified or otherwise qualified to participate in the Program at Facility. College shall have a specially designated staff for the performance of the services specified herein. College and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, and policies of the Facility and any rules and regulations of the College that may be in effect from time to time. Neither College nor any Program Participant shall interfere with or adversely affect the operation of Facility or the performance of services therein.

f. **OSHA Compliance.** College shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Facility, the assignment of a College employee, agent or representative to work at Facility or the first date of service (after the Effective Date) of a faculty member at Facility, College shall require that the individual view a videotape (or other material as provided by the facility) regarding Facility's patient information privacy policies and practices provided to College by Facility pursuant to the license grant in Section 13 hereof (the "Video") in its entirety and achieve a passing score (as defined by Facility from time to time) on the questions at the end of the Video. College shall maintain training records for a minimum of six years, including, without limitation, the names of those students, College employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video ("Training Records"). Further, College shall make the Training Records available to Facility promptly, and without charge, upon Facility's request.

h. **Background Verifications.** College shall provide Facility, upon request, with a description of its background investigation processes, shall attest to Facility College has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Facility any positive findings for a Program Participant to the extent permitted by law and shall provide Facility or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Facility, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Facility to meet state law requirements. Facility shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Facility for acceptable background.

i. **Drug Screens.** College will require Program Participants to submit negative results of a 10 panel drug screen prior to admission to the program. Additional drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

j. **Indemnification.** College shall indemnify and hold Facility harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by College, Program Participants, College's agents or subcontractors. . College agrees to indemnify and save Facility, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the college, its employees, or program participants to protect the Facility and its interests from such actions of the college, its employees, agents or program participants. College further agrees to reimburse Facility for any and all court costs and other expenses, including reasonable attorney's fees incurred by Facility in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against Facility for injury or damage claimed to have been suffered as a result of or in any way connected with college's willful misconduct or negligence or that of its employees, agents or program participants.

2. RESPONSIBILITIES OF FACILITY.

a. Facility shall accept the students assigned to the Program by College and cooperate in the orientation of all Program Participants to Facility. Facility shall provide the opportunities for such students, who shall be supervised by College and Facility, to observe and assist in various aspects of patient care. Facility shall coordinate College's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.

b. Upon the request of College, Facility shall assist College in the evaluation of each Program Participant's performance in the Program. However, College shall at all times remain solely responsible for the evaluation and grading of Program Participants.

c. The Facility agrees to cooperate in the event that the College is audited or in the event that there are requests from the College's licensing entities or accreditation agencies.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or College.

b. Any courtesy appointments to faculty or staff by either the College or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Facility may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Facility may request College to withdraw or dismiss a Program Participant from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Program Participant's participation in the Program at the Facility shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only College can dismiss the Program Participant from the Program at Facility.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees or Program Participants shall be considered agents,

representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. College shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Facility for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. CONFIDENTIALITY.

a. **Facility Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Facility that is confidential and constitutes valuable, special and unique property of Facility. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Facility's express prior written consent, except in connection with the performance of College's and Program Participant's duties hereunder, any confidential or proprietary information of Facility, including, without limitation, information which concerns Facility's patients, costs, or treatment methods developed by Facility, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to College's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Facility or any of its affiliates), neither College nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Facility in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to College.

c. **Patient Information.** Neither College nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Facility in writing, any medical record or other patient information regarding Facility patients, and College and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Facility and Facility's medical staff, regarding the confidentiality of such information. College acknowledges that in receiving or otherwise

dealing with any records or information from Facility about Facility's patients receiving treatment for alcohol or drug abuse, College and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** College acknowledges that Facility must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Facility may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Facility patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Facility patient for treatment and Facility training program purposes. A student may only disclose Protected Health Information about a Facility patient for treatment purposes to other health care providers involved in the patient's treatment or to Facility's workforce members involved in the student's training program for Facility's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Facility and College that satisfies Facility's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to College or its faculty, employees, agents or representatives for School's use in evaluating the student.

College, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. College and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. College will promptly report to Facility any uses or disclosures, of which College or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that College contracts with any agents or independent contractors to whom College provides Protected Health Information, College shall include provisions in such agreements pursuant to which College and such agents or independent contractors agree to the same restrictions and conditions that apply to College with respect to Protected Health Information. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Facility patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Facility from College or a Program Participant, College or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Facility. If a Facility patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Facility from College or a Program Participant, then College shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Facility. Further, College or Program Participant shall incorporate any amendment approved by Facility into any amended Protected Health Information in College's or Program Participant's possession.

If College or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Facility patient (or the patient's personal representative), then College or the Program Participant shall within five days forward the request to Facility. College shall assist Facility to determine whether any such request for an accounting is a request for an accounting of Facility's disclosures or of College's disclosures. If Facility determines that the request is a request for an accounting of College's disclosures and College is a Covered Entity (as defined in 45 C.F.R. § 160.103), then College shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Facility determines that the request is a request for an accounting of Facility's disclosures, then College and Program Participants shall within 10 days forward any information in College's or Program Participants' possession that is required for Facility to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by College or Facility by virtue of this Subsection.

e. **Audit.** College shall, within five business days of a written request from Facility, make available during normal business hours at College or Facility all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Facility to audit and determine College's compliance with this Section 7. If Facility discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Facility and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. INSURANCE.

a. College shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such

coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any other activities covered by this agreement or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees, agents and program participants. College shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Facility. Such coverage provided by College may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon City's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. College shall secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by College and Facility may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

College agrees to endorse such policy to (1) waive subrogation in favor of the college, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon the City's request, the college shall provide a certificate of insurance evidencing such coverage. College shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Facility.

c. College shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, or other activities covered by this agreement, if such insurance is reasonably available) covering themselves and their respective employees. College shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by the Facility. Such coverage provided by the College may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Facility's request,

the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be canceled except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, the College hereby agree, that prior to the effective date of termination of their respective current insurance coverage, the college shall purchase, at their respective expense, either a replacement policy annually for a period of three years thereafter having a retroactive date no later than the Effective Date in the above stated amounts or tail coverage for a period of three years thereafter having a retroactive date no later than the Effective Date in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or or prior to termination of this Agreement. Upon facility's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM.** The initial term of this Agreement ("Initial Term") shall be **two (2) years**, commencing on the Effective Date. At the end of the Initial Term the agreement will be automatically renewed from year to year.

10. TERMINATION.

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Facility, such completion not to exceed **six (6) months**.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, College shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Facility or created or received by College or Program Participants on behalf of Facility, and which College or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Facility agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

c. **Termination During the First Twelve Months of the Initial Term.** In the event this Agreement is terminated during the first twelve months of the Initial Term, the parties shall be prohibited from entering into the same arrangement with each other until after the expiration of the first 12 months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **LICENSE.** As between College and Facility, Facility is the sole and exclusive owner of the Video. Facility hereby grants to College a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.g. College has no right otherwise to use the Video except as set forth in this Section.

14. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Facility is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

15. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; BINDING EFFECT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State and shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this

Agreement without the prior written consent of Facility, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Facility without consent or notice.

16. COMPLIANCE OBLIGATIONS. College has received, read, understood, and shall abide by Facility's Code of Conduct. The parties to this agreement shall comply with Facility's Compliance Program and Facility's policies and procedures related to the Anti-Kickback Statute and the Stark Law. A summary of Facility's Compliance Program and a link to Facility's policies and procedures shall be provided to College upon request. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law.

17. EXCLUSION LISTS SCREENING. College shall all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov> <<http://www.oig.hhs.gov/>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov> <<http://www.epls.gov/>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, the College shall immediately notify the Facility of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

18. SCHOLARSHIP AWARD: College agrees to provide Facility with one Associates of Science degree in Emergency Medical Services scholarship on an annual basis. The scholarship shall constitute tuition and fees for up to 32 credit hours per scholarship award recipient as necessary to complete the Associates of Science in Emergency Medical Services. Eligibility and selection criteria are further elaborated and bound by the conditions contained in Exhibit D. Scholarship recipients shall be entitled to the full 32 credit hours once awarded and such award shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

19. Notices. Any notice, demand, or communication required. Permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepared certified mail, return receipt requested, addressed as follows:

College:

Facility:

City College, Inc.

2000 West Commercial Boulevard

Suite 200

Fort Lauderdale, Florida 33309

Attention: R. E. Curry, President

Attention:

...,or to such other address, and to the attention of such other person(s) or officer(s) as either party may designate by written notice to the other party.

IN WITNESS WHEREOF, College and Facility have duly executed this Agreement on the date first written below:

FACILITY NAME

d/b/a _____

Signature: _____

Name: _____

Date: _____

Address: _____

CITY COLLEGE, INC.

Signature:

Name: Esther Curry

Title: President

Date:

Address: 2000 West Commercial Blvd.

Fort Lauderdale, FL 33309

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of _____ ("the Facility"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by

_____ ("College") at the Facility unless such injury or loss arises solely out of the Facility's gross negligence or willful misconduct.

Dated this ____ day of _____, 20____.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between _____

(“College”) and _____ (“the Facility”), to keep confidential any information regarding the Facility patients and proprietary information of the Facility. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of the Facility, except as required by law or as authorized by the Facility. The undersigned agrees to comply with any patient information privacy policies and procedures of the College and the Facility. The undersigned further acknowledges that he or she has viewed a videotape regarding the Facility’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding the Facility’s and College’s privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20____.

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

CITY COLLEGE
COLLEGE NAME

HEALTH OF PROGRAM PARTICIPANTS. College affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS. College has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless the Facility is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other: _____

ATTENDING STUDENTS:

1. _____
2. _____
3. _____

STAFF:

1. _____
2. _____

College acknowledges this information will be available to all of _____ affiliates as reasonably necessary.

COLLEGE: CITY COLLEGE

Name: _____
Signature: _____
Title: _____

Exhibit D: Scholarship

The following scholarship is agreed upon by both parties:

Scholarship Award. COLLEGE agrees to provide one Associates of Science degree in EMS from City College on an annual basis. The scholarship will include the 32 credits necessary to complete the Associates of Science degree in EMS.

The eligible recipient must transfer into the COLLEGE a valid Florida Paramedic Certification. Once the Florida Paramedic Certification is transferred into the COLLEGE, the eligible recipient will receive credit for core EMS courses (79 credits). The eligible recipient must meet all Admissions criteria (with the exception of Background check and Medical documentation). Eligible recipients shall be selected by the City of Oakland Park Fire Rescue Fire Chief. City of Oakland Park Fire Rescue may establish additional eligibility requirements for the scholarship and shall be responsible for the selection of the scholarship recipients. City of Oakland Park Fire Rescue shall notify COLLEGE in writing of its selected scholarship recipients each year. City of Oakland Park Fire Rescue agrees that notwithstanding its right to select the scholarship recipients, all recipients shall abide by the academic regulations, rules and standards of the COLLEGE.