



EMERGENCY EDUCATION INSTITUTE, LLC  
3111 N. UNIVERSITY DR. SUITE 300  
CORAL SPRINGS, FLORIDA 33065

## **STUDENT EXTERNSHIP AFFILIATION AGREEMENT**

### **I. PARTICIPATING AGENCIES:**

This agreement between **Emergency Education Institute, LLC**, herein after referred to as the “SCHOOL” and **Oakland Park Fire Department**, herein after collectively referred to as “FACILITY,” and shall be effective from the date of \_\_\_\_\_.

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

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for students (“Students”) from the SCHOOL within a setting in accordance with provisions of the guidelines set forth.

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

- A. SCHOOL and FACILITY agree that in the performance of this Agreement, there will be no discrimination against person or persons because of race, color, sex, religion, age, disability, national origin, veteran or marital status.
- B. FACILITY reserves the right to alter schedules and to assign and reassign Students among its facilities and patient care units in order to accommodate patients, the patient care unit, staff and Student experience. FACILITY will notify SCHOOL seven (7) days in advance of such reassignment, if possible.
- C. FACILITY reserves the right to limit access to computer and clinical systems.
- D. FACILITY will provide, at the Students’ expense, emergency care for injuries or acute illness while on duty at FACILITY.
- E. This Agreement shall be renewed **every three (3) years** by written agreement of both parties. Either party shall have the right to terminate this Agreement, with or without cause, upon 30 days’ written notice.

#### **IV. RESPONSIBILITIES OF THE SCHOOL**

- A. SCHOOL shall designate a person or persons to coordinate and serve as a liaison with the appropriate personnel of the FACILITY.
- B. All Students' demonstrating and practicing skills will have an instructor or preceptor assigned to them who will oversee the student experience. The preceptor will have the same or greater skill level.
- C. SCHOOL shall provide the FACILITY information regarding schedule and learning objectives prior to placement.
- D. SCHOOL shall ensure that Students have the necessary didactic prerequisites to maximize the learning experience at the FACILITY.
- E. SCHOOL shall provide the FACILITY with any information related to TB, Hepatitis B, and childhood immunizations upon request.
- F. SCHOOL shall provide the FACILITY with any information related to criminal background if required by law or regulation of hospital policy.
- G. SCHOOL shall insure that all Students and SCHOOL representatives adhere to and follow the policies and procedures of each facility.
- H. SCHOOL shall ensure that the Students comply with the provisions of Section VI, *Specific Responsibilities of the Student*, below.
- I. SCHOOL does undertake and agrees that it will indemnify and hold harmless FACILITY, their directors, trustees, officers, employees and agents, and any of them, from and against all loss and damage, including costs, expenses and reasonable attorney fees on account thereof, that may be sustained or incurred by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly cause by, rising out of, relating in any manner to the activity of any participant or participants supplied by SCHOOL pursuant to this Agreement.
- J. SCHOOL shall procure and maintain, during the term of the 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 for personal injuries. Agency agrees that FACILITY will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.

**V. RESPONSIBILITIES OF FACILITY:**

- A. All Students' demonstrating and practicing skills will have an instructor or preceptor assigned to them who will oversee the student experience. The preceptor will have the same or greater skill level.
- B. FACILITY will require that the number of Students assigned to any department will not exceed staff requirements.
- C. FACILITY will approve schedules sent forth by SCHOOL a month in advance and FACILITY will have until seven (7) days prior to a schedules clinical rotation to make adjustments to any clinical rotation.
- D. FACILITY will provide an appropriate orientation to Students in connection with its facility's policies and procedures.
- E. FACILITY will provide opportunities for a learning experience with appropriate supervision.
- F. FACILITY will retain ultimate responsibility for patient care even if that care is given by a Student.
- G. FACILITY will allow Students, at their own expense, to use the cafeteria.
- H. FACILITY may, in its sole discretion, deny its facilities to any student whose conduct or clinical performance is, in the judgement of FACILITY, disruptive to FACILITY operations or not in the best interests of patient care.

**VI. SPECIFIC RESPONSIBILITIES OF THE STUDENT:**

- A. Comply with the policies and procedures of the Facility including confidentiality of information requirement.
- B. Provide the necessary and appropriate uniform while on duty at the FACILITY.
- 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. At all times wear the appropriate SCHOOL ID badge on every ride externship at the FACILITY.
- E. Students assigned to FACILITY will remain Student of the SCHOOL, and will in no sense be considered employees of FACILITY. FACILITY does not assume any liability under any law relating to Worker's Compensation on account of any SCHOOL participant's performing, receiving, training or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at FACILITY, nor will FACILITY otherwise have any monetary obligation to SCHOOL or its Students by virtue of this agreement.
- F. Both SCHOOL and FACILITY hereby mutually agree that this Agreement shall apply to Students engaged in the following programs:
  - a. PARAMEDIC
  - b. EMT

## **VII. INDEPENDENT CONTRACTORS**

In the performance of their respective duties and obligations under this Agreement, it is mutually understood and agreed that the parties are at all times acting as independent contractors, and that neither shall have nor exercise and control or direction over the methods by which the other shall perform their obligations under this Agreement. It is expressly agreed by the parties hereto that neither shall have authority to bind the other and that no work, act or omission in the performance of their respective obligations under this Agreement shall be construed to make or render either, the servant, agent, employee or partner of the other.

## **VIII. ENTIRE AGREEMENT**

This agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior written or oral representations, understandings or agreements. In the event this Agreement and any Exhibits which may be attached hereto conflict or are inconsistent, the terms of this Agreement shall prevail. This Agreement shall not be amended or modified except in a writing executed by the parties hereto.

## **IX. CONFIDENTIALITY**

The parties agree to maintain compliance with Health Insurance Portability and Accountability Act (HIPPA) Privacy and Security rules and regulations, as each may not exist or be hereafter amended, Code of Federal Regulations Title 4, Sections 160 and 164.

IF STUDENTS/FACULTY PARTICIPATING IN THE PROGRAM WILL HAVE PATIENT ACCESS OR CONTACT THIS LANGUAGE IS REQUIRED.

## **X. JOINT COMMISSION HUMAN RESOURCES PROVISION:**

SCHOOL represents that each person performing the services under this agreement (1) has been educated and trained consistent with applicable regulatory requirements and FACILITY policy; (2) is appropriately licensed, certified, or registered, as applicable, to provide the services provided herein; (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities are required by FACILITY; and (4) has been oriented to applicable FACILITY policies and procedures. SCHOOL also represents that it evaluates each student's performance, has verified each employee's health status as required by all applicable laws and regulations (collectively, "law"), it has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law and is has evaluated and reviewed each employee's references, when applicable. SCHOOL shall provide FACILITY with evidence of compliance with this paragraph upon request.

## **XI. SANCTIONED PROVIDER:**

SCHOOL represents and warrants to FACILITY that neither SCHOOL nor any Student performing the services under the Agreement is a “Sanctioned Provider” meaning that neither SCHOOL nor any Student (1) is currently excluded, debarred, or otherwise ineligible to participate in the Federal Health Care programs, including but not limited to Medicare, Medicaid, or TRICARE as defined in 42 USC 1320a-7b(f) (the “Federal Health Care programs”); (2) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise, declared ineligible to participate in the Federal Health Care programs; and (3) is under investigation or otherwise aware of any circumstances which may result in the Student being excluded from participation in the Federal Health Care programs. This shall be an ongoing representation and warranty during the term and SCHOOL shall immediately notify FACILITY of any change in status of the representation and warranty set forth in this Sections. Any breach in the presentation shall be cause for FACILITY to terminate this Agreement immediately.

**FACILITY**

Oakland Park Fire Department  
2100 NW 39th St  
Oakland Park, FL 33309

**Printed Name and Signature of Oakland Park Fire Department**

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**PRINTED NAME**

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**SIGNATURE**

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**DATE**

**SCHOOL**

Emergency Education Institute, LLC.  
3111 North University Drive, Suite 300  
Coral Springs, FL 33065  
(954) 753-6869

**Printed Name and Signature of Emergency Education Institute, LLC**

Michelle Ugalde, President/Owner

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**PRINTED NAME**

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**SIGNATURE**

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**DATE**