



City of North Port

Office of the City Attorney

4970 City Hall Boulevard
North Port, Florida 34286
(941)429-7212
www.cityofnorthport.com

To: Division Chief Karl Bennett, Emergency Medical Services

From: Amber L. Slayton, Assistant City Attorney

Through: Mark Moriarty, City Attorney

Date: August 26, 2016

RE: Request for Legal Services – Affiliation Agreement with Sarasota
County Schools for Health Sciences Student Ride-Alongs

The above-referenced Request for Legal Services has been reviewed.

The revised agreement is legally correct as to form.

Please let me know if there are any questions, comments, or concerns. If none, no further action will be taken on this Request for Legal Services. The matter will be deemed concluded. The file will be closed.



CITY MANAGER'S OFFICE

City Manager's Office

AUG 18 2016



CITY OF NORTH PORT

Request for Legal Services

Date: Aug 17, 2016Department: Fire RescueDivision: Emergency Medical ServicesContact Person: * Division Chief Karl BennettOffice No.: x8155

Cell No.: _____

**Individual who is the primary staff person on this issue and may be relied upon for historical information, documents, etc.*Decision Maker: * Chief William Taaffe JOE LEWISOffice No.: x8151

Cell No.: _____

**This is the individual who has the authority to make substantive decisions regarding the legal matter at issue.*

Request for Service (please describe):

The affiliation agreement with Sarasota County Schools which enables health sciences students to participate in ride-alongs on North Port Fire Rescue ambulances for their clinical portion of training expires January 1, 2017. Attached is the 2014 Agreement and the proposed renewal (e-file sent under separate cover) for our review and adoption.

Fire Rescue has reviewed both Agreements and found some changes to releases to be signed by the student participant, addition of a criminal background check initiated by the Schools, and indemnification language. Comments have been added to the e-file on those topics as well as formatting recommendations.

If there is an identifiable opposing party, please list name here: _____

Attach all relevant documents necessary.

☐

Check here if originals to be delivered under separate package to City Attorney

CHECK ONE:

☒

ROUTINE (5-7 Days)

☐

URGENT (two days)

☐

EMERGENCY (next day)

Response time begins when the request is received by the City Attorney's Office.

List budget account number of requesting department/division which actual costs may be charged: _____

If immediate attention is necessary, call for service, follow-up with this form later and check here: ☐

Approvals:

Department Director:

Date:

8/17/16

City Manager:

Date:

8/18/16The City believes this request is covered under (check one): ☐ Retainer ☐ Hourly

FOR CITY ATTORNEY'S OFFICE USE ONLY

CAO File Number (please use this number on all future correspondence regarding this matter): _____

Attorney Assigned: _____

First Deadline: _____

City Attorney Reviewed & Assigned: _____

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("School Board") and THE CITY OF NORTH PORT, FLORIDA through its NORTH PORT FIRE RESCUE DEPARTMENT ("Fire Rescue").

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Health Science program; and
WHEREAS, Fire Rescue manages a Fire Rescue Department; and
WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and Clinical Skills in actual patient-centered situations in a Fire Rescue Department; and
WHEREAS, The City of North Port has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

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

All students, faculty, employees, agents and representatives of School Board participating in the Program at Fire Rescue (the "Program Participants") shall coordinate their activities with the Fire Rescue's Coordinator of Education.

- (b) Student Statements: School Board shall require each Program Participant to sign a Statement of Financial Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- (c) Insurance: School Board carries a Student Blanket Professional Liability Insurance policy with limits of \$1 million per person/\$3 million per incident. School Board is self-insured for general liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) Health of Participants: All Program Participants shall pass a medical examination acceptable to Fire Rescue and prove free of tuberculosis, verified via Suncoast Technical College application paperwork, prior to their participation in the Program at Fire Rescue at least once a year or as otherwise required by Florida law. School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program at Fire Rescue. In no event shall Fire Rescue be financially responsible for said medical care and treatment.
- (e) Dress Code; Breaks: School Board shall require the students to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with Fire Rescue's standards regarding same. All Program Participants shall remain on the Fire Rescue premises for breaks, including meals. Program Participants shall pay for their own meals at Fire Rescue.

- (f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Fire Rescue. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all Program Participants shall perform 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 rules and regulations of Fire Rescue, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Fire Rescue or the performance of services therein.
- (g) Eligibility of Students: All students will undergo a Level 1 and Level 2 Criminal Background Check prior to participation at any Fire Rescue.

2. Responsibilities of Fire Rescue

- (a) Fire Rescue shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Fire Rescue. Fire Rescue shall provide the opportunities for such students, who shall be supervised by School Board and Fire Rescue, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. Fire Rescue shall coordinate School Board's rotation and assignment schedule with its own schedule and those of other educational institutions. Fire Rescue shall at all times retain ultimate control of the Fire Rescue and responsibility for patient care.
- (b) Upon the request of School Board, Fire Rescue shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Withdrawal of Program Participant

Fire Rescue may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Fire Rescue when his/her clinical performance is unsatisfactory to Fire Rescue or his/her behavior, in Fire Rescue's discretion, is disruptive or detrimental to Fire Rescue and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Fire Rescue.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Fire Rescue, nor shall Fire Rescue or any of its agents, representatives be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Fire Rescue for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Fire Rescue and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Fire Rescue. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Fire Rescue with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. Indemnification

School Board, to the extent allowed by law, shall indemnify and hold harmless Fire Rescue and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board or the Program Participants under this Agreement, including, but not limited to, claims for personal injury, professional liability or, with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law and any obligation under this section shall be restricted to the limits contained in Section 768.28, Florida Statutes. Fire Rescue shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to the Fire Rescue's employees' or representatives' performance of duties hereunder.

7. Term: Termination:

- (a) The initial term of this Agreement shall be for 3 year(s), commencing January 2, 2017, and expiring January 1, 2020, unless otherwise terminated as provided herein.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Fire Rescue at the time of notice of termination shall be given the opportunity to complete their clinical Program at Fire Rescue, such completion not to exceed six (6) months.

8. Entire Agreement

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

9. Severability:

If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

10. Captions:

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. No Waiver:

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

13. Assignment Binding Effect:

School Board may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Fire Rescue. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. Notices:

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Fire Rescue:

City of North Port
Attn: William Taafe, Fire Chief
Address: 4980 City Center Blvd
North Port, Florida 34286

School Board: The School Board of Sarasota County, Florida
Attention: Suncoast Technical College Director
4748 Beneva Road
Sarasota, Florida 34233;

OR, to such other persons or places as either party may from time to time designate by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
(Print Name) _____, Chair

Approved for Legal Content
July 12, 2016, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota
County, Florida
Signed: ASH

CITY OF NORTH PORT
Name of Fire Rescue

By: _____
(Print Name) _____
As Its _____

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at _____ (the "Health Care Facility"), I am not an employee of the Fire Rescue and, am not entitled to insurance coverage, if any, Provided to employees of the Fire Rescue.
2. In consideration of the benefits in the form of training and experience received at the Fire Rescue, and to the extent provided under the laws and regulations of the State of Florida, do hereby agree that I will be solely responsible for any loss sustained by me, my family, heirs, or any other person(s) or entity(ies) resulting from any injury or illness sustained by me while participating in the health care program for _____ (name of program) operated by The School Board of Sarasota County, Florida, at the Fire Rescue unless loss from such injury or illness arises solely out of the negligence or misconduct of the Fire Rescue or its employees or representatives.

Dated this: _____ day of _____, 201__.

Program Participant

WITNESS

Parent's /Guardian Signature:

(Required if student is under 18)

Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between The School Board of Sarasota County, Florida and _____ ("the Fire Rescue") to keep confidential any information regarding the Fire Rescue patients, as well as all confidential information of the Fire Rescue. 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 Health Care Facility, except as required by law.

Dated this: _____ day of _____, 20!__.

Program Participant

WITNESS