

**AFFILIATION AGREEMENT BETWEEN  
FIRST RESPONSE TRAINING GROUP  
AND  
LEVY COUNTY, FLORIDA**

**THIS AFFILIATION AGREEMENT** is entered into by **First Response Training Group** (hereinafter the "Institute"), and between **Levy County, a political subdivision of the State of Florida** (hereinafter the "County"), as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**WHEREAS**, the County has a Public Safety Department (hereinafter the "Department") which provides emergency medical services and emergency medical transport services in the County, which Department's mailing address is PO Box 448, Bronson, FL 32621; and

**WHEREAS**, Institute provides a program of study in the field of emergency medical services (hereinafter the "Program"), and desires its students in the Program to obtain educational experiences by utilizing appropriate facilities and personnel of third parties; and

**WHEREAS**, Institute has determined that County has the appropriate facilities and personnel for the Program's students (hereinafter referred to in the singular as "Student" and in the plural as "Students") to obtain clinical educational experiences for the Program, and County has agreed to make such facilities and personnel available to Institute; and

**WHEREAS**, the County and Institute desire to cooperate to establish and implement clinical educational experiences for Students in the Program using County's available facilities and personnel, with assistance of and cooperation with personnel of Institute.

**NOW AND THEREFORE**, in consideration of mutual promises herein, Institute and County agree that the use of County's available facilities and personnel for clinical experience for Students in the Program during the term of this Agreement shall be subject to the following terms and conditions:

**1. RESPONSIBILITY OF COUNTY.** Except for acts to be performed by Institute pursuant to the provisions of this Agreement, County shall furnish the premises (hereinafter the "Facilities"), personnel, services and all other necessary items for the Students' clinical educational experience in emergency medical services and emergency medical services transport that are available to County in connection with the Program.

In the performance of its responsibilities pursuant to this Agreement, County also shall:

- a. Comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- b. Cooperate with the Institute in enforcing Institute policies and procedures related to Student performance and Student conduct.
- c. Endeavor to comply with all applicable requirements of any accreditation authority over Institute and certify such compliance upon request by Institute.
- d. Permit the authority responsible for accreditation of Institute's curriculum to inspect the Facilities, services and all other items provided by the County for purposes of the educational experience upon reasonable notice.



- e. Designate a person to serve for County as liaison (hereinafter the "County Liaison"), and provide Institute, in writing, the name and professional and academic credentials of the person proposed as County Liaison prior to the start of the educational experiences(s).
- f. Endeavor to include appropriate members of the Institute's faculty in County Department staff meetings when policies to be discussed will affect or are related to the Program and/or Students, at the County's discretion.
- g. Provide the Students with an appropriate orientation of County's policies and procedures.
- h. Provide the Students with learning opportunities under appropriate supervision.
- i. Retain ultimate responsibility for total patient care.
- j. Provide Institute's faculty and employees and Students with emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Facilities. Payments for such emergency accident care shall be the personal responsibility of the individual Institute faculty or employee or Student at that individual's expense.
- k. Not guarantee it will place or maintain placement of any Student at County.
- l. Not guarantee any particular level of availability of Facilities, personnel or services in the carrying out of its responsibilities hereunder. County Facilities, personnel or services will only be provided as available, at County's sole discretion. County may limit the Facilities, personnel or services provided hereunder at any time, at County's sole discretion.
- m. Notify Institute, in writing, of any Student, Institute faculty or employee, or other Program participant whose work or conduct with clients, patients or County personnel is not, in the opinion of County, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or County's operation. County may immediately remove from County premises or Facilities any Student, Institute faculty or employee, or other Program participant who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. In such an event, said Student's, Institute faculty's or employee's, or other Program participant's participation in the County-provided clinical experience portion of the Program or presence at any County premises or Facilities shall immediately cease, subject to being resumed only with mutual written agreement of County's Department Director and Institute.

**2. RESPONSIBILITIES OF INSTITUTE.** The Institute shall:

- a. Require a physical examination of all Students prior to their participation in the Program. This examination shall include general physical exam, utilizing history (mobility, motor skills, hearing, visual and tactile abilities) and immunization assessment (Rubella, Rubeola, Varicella, Diphtheria, Hepatitis B) TB screening and Tetanus.
- b. Provide County, in writing, the names of the Students assigned by the Institute to participate in the County-provided clinical experience portion of the Program prior to the beginning of the Program's educational experience(s).
- c. Assign only those Students who have satisfactorily completed those portions of Institute curricula that are a prerequisite to participation in the clinical experience portion of the Program.
- d. Procure and maintain during the term of this Agreement and any subsequent renewal, professional liability insurance to cover any and all liability arising from claims, damages, or injuries to persons or property of whatsoever kind or nature arising out of the activities of any Student. Such liability insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/ \$3,000,000.00) for personal injuries. Prior to any Student commencing his or her clinical experience portion of the Program with County, Institute shall provide County with a Certificate of Insurance evidencing such coverage. Levy



County, a political subdivision of the State of Florida, its officers, employees, agents and volunteers shall be named as an additional insured under such professional liability policy or policies.

e. Shall be liable for any and all damages, losses, and expenses incurred by County, caused by the acts and/or omissions of Institute, or any of its employees, faculty, agents, sub-contractors, representatives, volunteers, Students or the like. Institute shall indemnify, defend and hold County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any all acts and/or omissions of Institute, or any of its employees, faculty, agents, sub-contractors, representatives, volunteers, Students or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

f. Will be responsible for ensuring that any faculty or employee or independent contractor of Institute carry appropriate auto insurance coverage and that copies of said documents will be provided to the County upon request.

g. Designate a member of Institute's faculty (hereinafter the "Institute Representative") to coordinate the educational experience of Students participating in the County-provided clinical experience portion of the Program with the County Liaison, and provide County, in writing, the name of the Institute Representative.

h. Upon receipt of County's written notice of a Student, Institute faculty or employee, or other Program participant whose work or conduct with clients, patients or County personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or County's operation, evaluate such Student's, Institute faculty's or employee's, or other Program participant's conduct and take appropriate action. It is understood that, if County takes action under the provisions of Section 1.m, above, that the Student's, Institute faculty's or employee's, or Program participant's participation in the clinical experience portion of the Program conducted with County or presence at County premises or Facilities shall immediately cease, subject to being resumed only with the mutual written agreement of Institute and County's Department Director.

i. Not guarantee it will place or maintain the placement of any Student at County for the clinical experience portion of the Program.

j. Require participating Institute faculty and employees, Students, and other Program participants to comply with the applicable policies and procedures of County during the course of their participation in the Program and presence at County premises or Facilities, to the extent permitted by law, including but not limited to those governing the use and disclosure of individually identifiable health information under Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA"). Solely for the purpose of defining the Students' role in relation to the use and disclosure of the County's protected health information, such Students are defined as members of the County's workforce, as the term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the County. In the event that any applicable County policies and procedures conflict with Institute's policies and procedures in any given situation, Institute shall notify the County Liaison of the conflict. Institute and the County Liaison and County Department Director will work cooperatively develop a mutually agreeable solution to the conflict and a joint determination of the policies and procedures that will apply in the situation that gave rise to the conflict.



- k. Require participating Institute faculty and employees, Students, and other Program participants, as a condition of their participation in the Program, to execute a Confidentiality Statement (in the form of Exhibit A attached hereto or in another form mutually accepted by the parties) with the County, acknowledging their responsibility under applicable Federal law and regulations, including but not limited to regulations under HIPAA, to keep confidential any information regarding County patients, as well as confidential information of the County.
- l. Maintain individual records of class and clinical instruction, of evaluations of Students, and of preceptor, employee and faculty competency and health.

**3. RESPONSIBILITY TO INFORM STUDENTS.** Institute shall inform its faculty and employees, Students, and any other participants in the Program that as participants in the Program they are required to:

- a. Comply with the policies and procedures of County, to the extent permitted by law, including but not limited to the County policies on confidentiality and disclosure of information, and to inform Institute in the event of any situation which gives rise to a conflict between such County policies and procedures and Institute's policies and procedures.
- b. Comply with state and federal laws and regulations.
- c. Provide and wear the necessary and appropriate uniform while participating in the clinical experience portion of the Program at County premises and Facilities.
- d. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
- e. Maintain the confidentiality of all records or information exchanged in the course of the Program.
- f. Acknowledge and agree that neither Institute nor County guarantees to place or maintain placement of any Student under this Agreement.
- g. Obtain and document, at the Student's sole expense, such trustworthy and verifiable criminal background and/or health or other information as County requests or requires as a prerequisite to consideration of Student's placement at County for the clinical experience portion of the Program. Upon Institute's request, Student shall also submit the above-referenced criminal and/or health or other information to Institute.
- h. Execute and abide by the Confidentiality Statement (in the form of Exhibit A or other form mutually accepted by Institute and County) referenced in Section 2.k. above.
- i. Refrain from operating any County vehicle or apparatus.

**4. NOTICE.** All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

**COUNTY LIAISON:**

Department Director  
Levy County Department of Public Safety  
PO Box 448  
Bronson, FL 32621  
(352) 486-5209

**INSTITUTE REPRESENTATIVE:**

Jason J Marquez  
President/CEO  
FIRST RESPONSE TRAINING GROUP  
6310 Hazeltine National Drive  
Orlando, FL 32822  
(407) 592-1184



**5. REQUEST FOR WITHDRAWAL OF STUDENT.** County has the right to request Institute to withdraw any Student from the Program whose conduct or work with patients or personnel is not, in the opinion of the County Department Director, in accordance with acceptable standards of performance. Institute may at any time withdraw a Student whose progress, conduct, or work does not meet the standards of Institute for continuation in the Program. Final action concerning a Student is the responsibility of Institute.

**6. INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder 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. Students shall participate in the Program hereunder for the sole consideration of obtaining an educational experience. No Institute faculty or employee, Student or other Program participant shall be considered an employee or volunteer of the County by virtue of that Program participation.

**7. SOVEREIGN IMMUNITY.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or any other similar provision of law. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for any purpose, including but not limited to allowing any claim against the County which would otherwise be barred under sovereign immunity, Section 768.28, Florida Statutes, or other similar provision of law, or operation of law.

**8. ASSIGNMENTS.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.

**9. THIRD PARTY OBLIGATIONS.** This Agreement is made solely for the benefit of the parties hereto and is not intended to create rights or any cause of action in any third parties.

**10. 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 hereunder or give rise to any claim for damages.

**11. TERM OF AGREEMENT.** The effective date of this Agreement is the date of execution of the parties, if not executed by both parties on the same date, the latter date of execution shall be deemed to be the effective date. The term of this Agreement shall be for a period of two (2) years commencing on the effective date and may be renewed for successive two (2) year periods if agreed upon in writing by the parties hereto. Within ninety (90) days of the applicable termination date, Institute's Program Director shall send a letter to County requesting its review of the Agreement for renewal. If no changes to the Agreement are proposed, County will

acknowledge, in writing, the continuance of the Agreement for another two (2) year period or the discontinuance of the Agreement beyond the then-applicable termination date. County's Department Director, or his/her designee, will have the authority to agree to any renewal period of this Agreement or to provide County's determination to discontinue the Agreement.

Except as otherwise provided herein, if either party to this Agreement wishes to terminate the Agreement, it is understood that at least ninety (90) days prior written notice shall be given prior to the termination date of the Agreement. If such termination notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program shall continue as necessary on a limited basis for the purpose of permitting Students actually participating in the clinical experience portion of the Program at the time of termination to finish such clinical experience at County.

**12. APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation that may arise from the operation of this Agreement will be in Levy County for any state court actions, and in the Northern District of Florida, Gainesville Division, for any federal court actions.

**13. NONDISCRIMINATION.** During this Agreement neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.

**14. ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.

**15. AMENDMENTS AND MODIFICATIONS TO AGREEMENT.** All amendments and modifications to this Agreement shall be made by addenda and with the written mutual consent of both parties. The addenda shall be attached to the Agreement and shall include the date and signatures of parties agreeing to the modification(s).

**16. COPIES OF AGREEMENT.** Copies of this Agreement shall be placed on file and be available at the Institute and at the County.

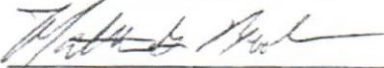
**17. JOINT NEGOTIATIONS.** This Agreement shall be construed as resulting from joint negotiations and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below each party's signature.

**LEVY COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: 

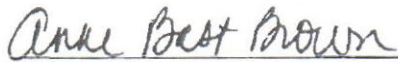
Matthew Brooks, Chair

Date: 8/27/20

ATTEST: Clerk of Court and Ex  
Officio Clerk to the Board of  
County Commissioners

  
Danny J. Shipp, Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

**FIRST RESPONSE TRAINING GROUP**

By:   
Jason J. Marquez  
President / CEO

Date: 8.27.2020



FIRST RESPONSE  
School of Nursing



FIRST RESPONSE  
School of Emergency Medicine



FIRST RESPONSE  
Fire Academy

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### Student Confidentiality Agreement

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As a student of First Response Training Group, I understand that I have a legal obligation to protect personal information and other kinds of restricted information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This information may include, but is not limited to, patient health records, and may exist in any form, including electronic, video, spoken or written.

1. I will act in the best interest of the clinical company and in accordance with its code of conduct at all times during my engagement with the company.
2. I agree to assure that any individuals health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well being.
3. I acknowledge that the clinical company is the exclusive owner of all right, title and interest in and to confidential information, including any derivatives thereof.
4. I will not publish, disclose or discuss any confidential information with others, including coworkers, peers, family or friends who do not have a need to know it.
5. I will not publish any personal patient information through personal emails, internet sites, internet blogs or social media sites.

I understand that my failure to comply with this agreement in any respect could cause irreparable harm to patients, myself and to First Response Training Group for which there may be no legal remedy.

My signature below indicates that I have read, accept and agree to abide by all the terms and conditions of the agreement and agree to be bound by it.

Student Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_