

**INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT
AFFILIATION AGREEMENT WITH FIRST RESPONSE TRAINING GROUP, LLC**

This Affiliation Agreement is entered into by and between **INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT**, a dependent special district, whose mailing address is 4225 43rd Avenue, Vero Beach, FL 32967, hereinafter **COUNTY** and **FIRST RESPONSE TRAINING GROUP, LLC**, a Florida limited liability company, whose mailing address is 6435 Hazeltine National Drive, Suite-155, Orlando, Florida 32822, hereinafter **FIRST RESPONSE**, do hereby agree as follows:

WHEREAS, **FIRST RESPONSE** offers certification programs for both emergency medical technicians (EMT) and paramedics and has been offering those programs since 2012; and

WHEREAS, students who attend **FIRST RESPONSE** are encouraged to obtain “on the job training” by conducting ride-a-longs with EMTs and paramedics; and

WHEREAS, the **COUNTY** as entered into other Affiliation Agreements for ride-a-long training for EMT and paramedic students enrolled in similar certified programs; and

WHEREAS, the **COUNTY** deems this to be a valuable training tool for potential future employees,

NOW THEREFORE, the parties do agree as follows:

1. The above recitations are true and correct and incorporated herein by reference in this Agreement.
2. The **COUNTY** shall permit **FIRST RESPONSE** students to participate in ride-a-longs with EMTs and Paramedics at the discretion and convenience of the **COUNTY**.
3. This Agreement shall be effective from August 14, 2018 to August 13, 2021 and may be renewed by the parties for three additional one year period thereafter by the mutual consent of the parties.
4. Neither the **COUNTY** nor **FIRST RESPONSE** shall charge any fees under this Agreement.
5. The parties agree that there will be no discrimination in the selection or the placement of students in the ride-a-long program.
6. This Agreement may be terminated by either party upon 30 days written notice.
7. The **COUNTY** will provide, at the participating student’s expense, emergency care for injuries or acute illness while participating with the **COUNTY** at a ride-a-long session.
8. The parties will each designate a person or persons to coordinate as a liaison for the ride-a-long program.

9. **FIRST RESPONSE** shall provide the **COUNTY** with a list of eligible participants for the ride-a-long program prior to the start of each program. It shall be the duty of **FIRST RESPONSE** to ensure the participants have the necessary training prerequisites to maximize the experience.

10. **FIRST RESPONSE** does undertake and agree that it will indemnify and hold harmless the **COUNTY** and its officers, directors, employees, and agents, from all claims, demands, suits, actions, judgments, and executions for damages, of any and every kind, including reasonable attorney's fees and costs, and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the activity of any student. Each student participating shall sign the attached Hold Harmless Agreement (copies will be furnished upon request).

11. **FIRST RESPONSE** shall procure and maintain, during the term of this Agreement and any renewal, liability insurance to cover any and all liability (including professional liability) for claims, damages, or injuries to persons or property of whatsoever kind of nature arising out of the activities of the participants carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$3,000,000/\$1,000,000 for personal injuries and the **COUNTY** shall be an additional named insured under such general and professional liability policy or policies. **FIRST RESPONSE** shall submit certificates of insurance to the **COUNTY** evidencing such insurance at the time of the execution of this Agreement, and as requested by the Fire/EMS Service. **FIRST RESPONSE** agrees that the **COUNTY** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein.

12. **FIRST RESPONSE** will coordinate a calendar with students name and dates. **FIRST RESPONSE** will submit this calendar to the **COUNTY** by an agreed upon date.

13. **Specific Responsibilities of the COUNTY.** It shall be the responsibility of the **COUNTY** to:

- A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. Provide opportunities for a learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student gives that care.
- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with the Agency in this Agreement, as appropriate to the learning objectives.

14. **Specific Responsibilities of the Participant (Student).** It shall be the responsibility of the participant(s) assigned through this Agreement to:

- A. Comply with the policies and procedures of the **COUNTY**. Provide the necessary and appropriate uniform while on duty at the Fire/EMS agency
- B. 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.
- C. Sign a "Hold Harmless Agreement" with the **COUNTY** prior to commencing his/her experience within the Fire/EMS Agency.

D. At all times wear the appropriated badge on every clinical, and comply in all respects with the student requirements set forth in the requirements Sheets.

15. **Request for Withdrawal of Participant.** The **COUNTY** shall reserve the right to request **FIRST RESPONSE** to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the **COUNTY** or is detrimental to patients or others. The **COUNTY** reserves the right to send any student home if they cannot accommodate the student at scheduled time.

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

17. **Copies of Agreement.** Copies of this signed Agreement shall be placed on file and be available at the Corporate office of **FIRST RESPONSE** and in the offices of the **COUNTY**.

18. **Confidential Information.** Ride-a-long program participants will be exposed to confidential, privileged information. **FIRST RESPONSE** understands the sensitive nature of this information and affirmatively asserts it has trained each participant concerning privileged and confidential patient information. **FIRST RESPONSE** agrees that its indemnity and hold harmless to the **COUNTY** extends to the wrongful release of confidential and privileged patient information.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement on the dates below.

FIRST RESPONSE TRAINING GROUP, LLC

INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT

By: 
Jason J. Marquez, President/CEO

By: _____
Peter D. O'Bryan, Chairman

Date: 8/2/18

Date Approved: _____

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: _____
Deputy Clerk

Approved:

Approved as to Form and Legal Sufficiency:

Jason E. Brown
County Administrator

William K. DeBaal
Deputy County Attorney