



FIRE RESCUE DEPARTMENT

OTTO DROZD, III

Fire Chief, EFO, CFO

6590 Amory Court

Winter Park FL 32792

407-836-9112 • FAX 407-836-9106

Otto.Drozd@ocfl.net

January 31, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THROUGH: Linda Weinberg, Deputy County Administrator

FROM: Otto Drozd III, Fire Chief
Fire Rescue Department

CONTACT: Mike Wajda, Division Chief
Operations
(407) 836-9102

SUBJECT: February 26, 2019 – Consent Agenda Item
Affiliation Agreement Between Criti Care EMS, Inc., Canada and
Orange County, Florida

Orange County Fire Rescue is requesting approval of the Affiliation Agreement between Criti Care EMS, Inc., Canada and Orange County, Florida for students in the program to obtain supervised field educational learning experiences in the discipline of emergency medical services.

Action Requested: Approval and execution of Affiliation Agreement between Orange County, Florida and Criti Care EMS, Inc. related to Fire Rescue's Emergency Medical Technician ("EMT") Educational Field Experience Program. There is no cost to the County.

AFFILIATION AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CRITI CARE EMS, INC.

related to

**FIRE RESCUE'S EMERGENCY MEDICAL TECHNICIAN ("EMT")
EDUCATIONAL FIELD EXPERIENCE PROGRAM**

This **AFFILIATION AGREEMENT** ("Agreement") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Fire Rescue Division (the "County"), and the Criti Care EMS, Inc. a Canadian for-profit educational corporation, with its principal address located at 386 Broadway, Suite 106, Winnipeg, Manitoba R3C 3R6 (the "School"). The County and the School may be referred to in this Agreement individually as "party" or collectively as "parties."

WHEREAS, the School offers an Emergency Medical Technician ("EMT") program, part of which requires students to obtain practical field experience under appropriate supervision ("field experience"); and

WHEREAS, the School therefore seeks opportunities to enter into arrangements with entities that are able to provide the students enrolled in the School's EMT program with such field experience; and

WHEREAS, the County, through its Fire Rescue Division, has the appropriate facilities and personnel to provide such field experience to the students of the School and finds that its provision of such field experience to the School's students through the establishment of the "Educational Field Experience Program" (the "Program") benefits the public welfare by providing "real life" experience in saving lives to future EMTs.

NOW AND THEREFORE, in consideration of the mutual promises in this Agreement, the School and the County agree as follows:

Section 1: Recitals. The above recitals are true, correct, and are hereby incorporated as a material part of this Agreement.

Section 2: Documents.

A. The documents that are hereby incorporated by either reference or attachment and therefore form this Agreement are:

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

1. This Agreement; and
2. **Exhibit A:** Educational Field Experience Program Scope.

Section 3. Definition of "Student".

A. Pursuant to this Agreement, a "Student" is an individual that, for the duration of their participation in the Program and without regard as to whether he or she is compensated or uncompensated:

1. Is enrolled as an active student at the School; and
2. Is engaged in a course of study for which the Program's field educational learning experience is relevant.

Section 4: Responsibilities of the County.

A. The County shall:

1. Designate a person within the County's Fire Rescue Division to serve as liaison ("County Liaison") and provide to the School, in writing, the name and professional and academic credentials of the County Liaison prior to beginning any Student's field experience contemplated under this Agreement.
2. Meet any additional obligations as detailed in the Educational Field Experience Program Scope attached to this Agreement as **Exhibit "A."**
3. Provide Students with an appropriate orientation regarding the County's policies and procedures.
4. Notify the School, in writing, of any Student whose work or conduct with the County's clients, patients, students, or personnel is not, in the sole opinion of the County, in compliance with acceptable procedures or standards of performance, or otherwise could disrupt patient care or the County's operations.
5. Retain ultimate responsibility for the work-place and its operations.
6. Endeavor to comply with all applicable requirements of any accreditation authority over the County and School and certify such compliance to the School upon request.
7. Permit the authority responsible for accreditation of the School's curriculum to inspect the facilities, services, and other related items.

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

8. Complete any reasonable, appropriate paperwork, records, or documents required to record the presence of, instruction of, or skills performed by a Student during the course of their field experience.
9. Provide appropriate facilities, units, vehicles, equipment, and safety equipment reasonably required as part of the Student's field experience.

Section 5: Responsibilities of School.

A. The School shall:

1. Designate a member of the School faculty ("School Liaison") to coordinate Program participation of its Students with the County Liaison. The School shall provide to the County the name and applicable contact information of the School Representative prior to beginning any educational experience contemplated under this Agreement.
2. Meet any additional obligations as detailed in the Educational Field Experience Program Scope attached to this Agreement as **Exhibit "A."**
3. Provide the County, in writing, the names and departmental affiliations of the Students assigned by the School prior to those Students participating in the Program. The School shall also provide the County, in writing, the name and contact information of each Student's departmental supervisor.
4. Only permit those students who have satisfactorily completed the portions of the School's curricula which are a prerequisite to participate in the Program.
5. Require all School staff and faculty associated with the Program to:
 - a. Comply with the confidentiality requirements of HIPAA and this Agreement; and
 - b. Report any and all suspected breaches of those requirements in the manner required by this Agreement.
6. Inform Interns participating in the Program that those Interns shall:
 - a. Wear appropriate attire or the assigned uniform while on duty;
 - b. Wear, at all times, a pictured name tag identifying his or her status with the School;
 - c. Comply with the County's policies and procedures including, but not limited to, the County's policies on confidentiality and disclosure of

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

information, as well as the requirements related to – and responsibilities under – HIPAA;

- d. Comply with all applicable federal, state, and local law, ordinances, rules, and regulations; and
- e. Obtain **prior** written approval of both parties to this Agreement before publishing any material in any journals, books, periodicals or other similar outlets related to the learning experience provided under the terms of this Agreement.

Section 6. No Guarantee of Placement. Both the County and the School acknowledge that neither party guarantees placement or the maintained placement of any Student within the Program.

Section 7. Student Health Insurance and Emergency Care.

A. **Health Insurance.** All Students shall be required by the School to carry health insurance and shall provide verification of that health insurance to the County upon request. Failure by the County to verify a Student's health insurance does not in any way relieve the School of its responsibility under this provision.

B. **Emergency Care.** Should, while a Student is participating in the Program or in the Program facility, emergency care become necessary for that Student due to accidental injury, illness, or exposure to an infectious or environmental hazard, the County shall arrange for immediate emergency care for the Student, but shall not be responsible for any associated costs including, but not limited to, any costs involving follow-up care or hospitalization. The County shall notify the School Liaison regarding any such event at its earliest possible convenience.

Section 8. Student Requirements.

A. **All Students.** By executing this Agreement, the School acknowledges that all Students participating in the Program are required to meet the County's hiring standards, regardless if they are compensated or uncompensated. Accordingly, **the County reserves the right to deny participation to any Student**, including any Student who refuses to provide any requested or required documentation (such as photo identification or driver's license, social security card, official transcripts, proof of immunization and health insurance, etc.) prior to that Student's participation in the Program.

B. **Immunizations; Health Examinations.** The School shall ensure that all Students have received, and are able to provide evidence to the County of having received, all required immunizations and have completed any health examinations required by the County.

C. **PPD/TST Testing.** The School shall ensure that all Students have obtained, and are able to provide evidence to the County of having obtained, annual PPD/TST testing.

D. **Respiratory Mask Fitting.** The School shall ensure that all Students undergo annual respiratory mask fitting prior to the commencement of an assignment with the County.

E. **OSHA Universal Precaution Training.** The School shall ensure that all Students undergo, and are able to provide evidence to the County of having undergone, the Occupational Safety and Health Administration's Universal Precaution Training.

Section 9. Immediate Withdraw; Removal from Premises.

A. **Immediate Withdraw.** The County reserves the right to require the immediate withdraw, by the School, for the following: (i) any Student whose work or conduct fails to meet the County's standards of performance; (ii) a Student's failure to comply with the County's policies and procedures; or (iii) upon determination, by the County in its sole discretion, that such Student's presence is deemed detrimental to the interest of the County.

B. **Removal from the Premises.** The County may, in its sole and absolute discretion, remove any School faculty, employee, or Student from the County's premises or the Program at any time. In such event the removal is of a Student, said Student's participation in all assignments with the respective placement department or division shall immediately cease, and they shall only be permitted to resume such assignments upon mutual agreement by the County and the School.

Section 10. HIPAA Privacy and Security Rules.

A. The County shall provide all Students with compliance training in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"), prior to any Student's participation in the Program.

B. By execution of this Agreement, the School hereby certifies that no Student shall be expected to share or disclose to the School – including the Student's non-County supervisory faculty or any other School employee – any information or data that:

1. Is protected health or personally identifiable information; or
2. Has not been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR §165.514.

C. Within forty eight (48) hours of discovery, the School shall report to the County's HIPAA Privacy Officer any use or disclosure in violation of this Agreement, HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information ("PHI"). The County's HIPAA Privacy Officer shall be contacted at:

Orange County HIPAA Privacy Officer
2002A East Michigan Street
Orlando, Florida 32806
Privacy.Officer@ocfl.net

Section 11. Term of Agreement.

- A. **Term.** The term of this Contract shall commence on the date of execution by both parties for a period of one (1) year unless otherwise terminated by the parties.
- B. **Renewal.** This Agreement shall be automatically renewed for up to four (4) additional one-year increments, not to exceed a cumulative total of five (5) years.
- C. **Permitted Extension.** The parties hereby agree that the terms of this Agreement shall be extended to permit Students enrolled in the Program at the time of termination to complete their participation in the Program with the County. For the purposes of this subsection, "termination" covers both a lack of a timely renewal as well as termination with or without cause as provided for in this Agreement. This extension of terms shall be applicable, so long as:
1. The Students in question remain compliant with the requirements set forth in this Agreement; and
 2. The School continues to maintain, and ensure the maintenance of, the insurance coverage required under this Agreement for both the School and the Students in question.

Section 12. Termination of Agreement.

- A. **Termination for Convenience.** Either party may terminate this Agreement at any time, without cause. The terminating party shall give the other party thirty (30) days written notice of its intention to terminate this Agreement.
- B. **Termination for Cause.** Either party may terminate this Agreement for cause but must first provide a seven (7) day notice of default and opportunity to cure to the non-terminating party. Should the non-terminating party fail to cure the default to the requirements of the terminating party, the terminating party may terminate this Agreement by providing thirty (30) days written notice of termination.
- C. Nothing in this Section, or in this Agreement, shall be construed as a waiver of the County's absolute right to terminate this contract immediately should the County, using its sole discretion, determine that such termination would benefit public welfare.

Section 13. 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

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

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. The School's students shall participate in the educational activities for the sole purpose of fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, School's students are not considered employees or agents of either School or County while performing under this Agreement for any purpose, including Worker's Compensation, employee benefits programs, or other form of compensation. Worker's Compensation coverage shall include coverage for operations in the United States.

Section 14. Indemnification. The School agrees to indemnify the County as set forth within this section:

A. If the School is a public institution within the State of Florida, each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors

B. If the School is a private institution or any type of institution outside the State of Florida, to the fullest extent permitted by law, the School shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the School or its students, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained in this Agreement shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

Section 15. Liability. Unless otherwise explicitly stated in this Agreement, the County shall in no way be liable to the School for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

Section 16. Insurance.

A. **The County.** Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, the County acknowledges that it is self-insured for General Liability and Automobile Liability with coverage limits as set for in Section 768.28, Florida Statutes. Evidence of such coverage shall be furnished to the School upon request.

B. **The School.** The School shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for itself and its employees for any claim or judgment with limits of not less than One Million Dollars (\$1,000,000) per occurrence and for all claims or judgments arising out of the same occurrence of not less than Three Million Dollars (\$3,000,000) in the aggregate. Additionally, the School shall procure and maintain, during the term of this Agreement and any renewal thereof, for student participants in assigned practicums to provide general liability protection with limits of not less than One Million Dollars (\$1,000,000) per occurrence while they are engaged in activities pursuant to this Agreement. The County shall be named as an additional insured on all liability policies (excluding professional liability). The School shall submit certificates of insurance to County evidencing such coverage at the time of execution of this Agreement, and at any renewals thereafter. Coverage territory shall include the United States.

Section 17. Records Management. Both parties shall retain copies of all records associated with this Agreement for a period of five (5) years from the date of termination. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings. Should one party dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required in this Agreement, all such records shall be transferred to the other party for retention.

Section 18. Public Records.

A. All books, documents, records, and accounts related to this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by, or provided to, the School or Student under the terms of this Agreement are public records and the School agrees to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes. If the record requested is in the possession of a Student, the School agrees to assist the County in obtaining that record if necessary.

B. The School shall make available copies of all records associated with this Agreement for examination or inspection. The School shall comply with all requests for public records associated with this Agreement in accordance with Florida's Public Records Law and other applicable State law requirements.

C. If the School has questions regarding the application of Chapter 119, Florida Statutes, to the School's duty to provide Public Records relating to this Agreement, contact the Orange

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

County Fire Rescue Department, Public Records Liaison at 6590 Amory Court, Winter Park, Florida 32792-5879, PublicRecordsRequest@ocfl.net, (407) 836-9032.

D. If both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes, in their capacity as public institutions located in the State of Florida, each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, neither party will be required to modify records kept in the normal course of business by that party in order to provide copies of those records to the other party, and neither party will be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 19. Notices. All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States Postal Service certified mail with return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to the applicable County Liaison and School Liaison, and to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

To the County: Orange County, Florida
Attn: Director, Fire Rescue Services
P. O. Box 5879
Winter Park, FL 32793

Copy to: Orange County Administrator
P. O. Box 1393
Orlando, FL 32802-1393

To the School: Criti Care EMS, Inc.
386 Broadway, Suite 106
Winnipeg, Manitoba R3C 3R6

Section 20. General Provisions.

A. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

B. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of either party's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

C. **Use of County Logo.** The School is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

D. **Tobacco Free Campus.** All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to the Students and any of the School's personnel for the duration of their participation in the Program. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes.

E. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall, confer upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

F. **Non-Exclusive Agreement.** This Agreement shall be non-exclusive to both parties providing both the School and the County the right to enter into agreements regarding the same or similar agreements with other parties.

G. **Assignment.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent. Subject to the foregoing, each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

H. **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 under this Agreement, nor shall any such delay give rise to any claim for damages.

I. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

J. **Remedies.** No remedy conferred at law or in this Agreement upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise that party's available rights, powers, or remedies.

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

K. **Counterparts.** This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

L. **Governing Law.** This Agreement and any and all actions directly or indirectly associated this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without reference to any conflicts of law provisions.

M. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

N. **Jury Waiver.** Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any right it may have to trial by jury in any proceeding directly or indirectly arising out of or relating to this agreement.

O. **Attorneys' Fees and Costs.** Unless explicitly otherwise stated in this Agreement, the parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees incurred in connection with this Agreement and any dispute or litigation that arises either directly or indirectly from this Agreement.

P. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

Q. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigation the loss of protection or benefit resulting from the holding.

R. **Equal Opportunity and Nondiscrimination.** The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

Administrative Regulations. It is also the County policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The School shall adopt and maintain, or provide evidence to the County that the School has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Contract.
2. The School agrees that, on written request, the School shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that the School shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Contract.
3. The School agrees that, if any obligations of this Contract are to be performed by subcontractor(s), the provisions of subparagraphs "1" and "2" of this subsection shall be incorporated into, and become a part of, that subcontract.

S. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

T. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

U. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

V. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

Section 21. Entire Agreement. This Agreement, and any documents incorporated or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject about which this Agreement was drafted. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises,

*Affiliation Agreement
Orange County, Florida and Criti Care EMS Inc.
Fire Rescue's EMT Educational Field Experience Program*

covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Byron W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: *26 February 2019*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Kate Smith*
Deputy Clerk

Date: **FEB 26 2019**

CRITI CARE EMS, INC. ,

a Canadian For-Profit Educational Corporation

By: *[Signature]*

Print Name: *W. SOMMER*

Title: *PRESIDENT*

Date: *8 Feb 2019*

ORANGE COUNTY FIRE RESCUE DIVISION
Emergency Medical Technician (“EMT”) Educational Experience Program

EXHIBIT “A”
EDUCATIONAL FIELD EXPERIENCE PROGRAM SCOPE

All capitalized terms used in this Exhibit, unless defined more specifically in this Exhibit, shall have the same meaning as given in the Agreement to which this Exhibit is attached.

I. The Parties

- 1.1. The **Orange County’s Fire Rescue Division** (“OCFR”) is the largest fire and rescue department in Central Florida, providing fire suppression and emergency medical and community risk reduction services to more than one million citizens and visitors annually.
- 1.2. **Criti Care EMS, Inc.** (“Criticare”) is a private vocational institution organized and registered in Manitoba, Canada. Criticare is licensed, in Manitoba, to provide education to students enrolled in its emergency medical responders and primary care paramedics programs that is delivered through a multidisciplinary team of professional administrators, clinical staff and teaching faculty.

II. The Program

2.1. Week-Long Field Experience Opportunities.

- A. Throughout the duration of the Agreement, Criticare may annually request that OCFR hosts its Students for one (1) week-long field experience opportunity. During that week-long field experience opportunity, OCFR will:
 1. Provide one (1) licensed paramedic to supervise each Student;
 2. Permit the Students to shadow their designated paramedic supervisor while that paramedic supervisor performs his or her duties for OCFR; and
 3. Provide overnight accommodations for Students at the respective fire station from where the Students are performing their field experience assignments.
- B. Over the course of the selected week, OCFR will provide no more than four (4) twenty-four (24) hour shifts for the purposes of providing such field experience to Criticare’s Students.

2.2. Scheduling.

- A. Criticare shall notify OCFR, in writing, of the proposed dates for its annual week-long field experience opportunity no shorter than 30 calendar days prior to its desired week.
- B. OCFR shall review the proposed dates and, should those dates be acceptable, notify Criticare of such. If those dates are not acceptable, OCFR shall work with Criticare to find an alternative week that is acceptable to both OCFR and Criticare.
- C. OCFR shall provide Criticare with the list of available shifts during the agreed upon week. There shall be no more than four (4) twenty-four (24) hour shifts made available to Criticare during that week.
- D. Criticare shall provide the County with the number and names of the Students that shall be participating in the week-long field experience opportunity no shorter than 15 calendar days prior to the agreed upon week, along with which Students they have assigned to each available shift.
- E. OCFR shall review Criticare's list of Students and proposed assignments. OCFR maintains the exclusive right to either approve or deny assignments based on its capacity, or its own best interests.
- F. The County and the School both acknowledge that field experience training schedules may be subject to change or cancellation. Such change or modification may be for convenience or necessity by either party. In the event of schedule change or cancellation, notification shall be provided to the other party with as much advanced notice as can be practically given.

2.3. Accommodations.

- A. The County shall provide overnight accommodations for Students at the respective fire station from where the Students are performing their field experience assignments. Accommodations shall be limited to an actual bed, but will not include bed linen, pillow(s), or any other personal items needed by the Student during their assignment.
- B. The School shall notify Students that all personal items needed during the field experience assignment including, but not limited to, bed linens, pillows, towels, or other items not otherwise deemed part of the equipment required for the Student's participation in the field experience, will be the sole responsibility of the Student.