

**RESOLUTION NO. ~~2014~~-152**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN AFFILIATION AGREEMENT WITH THE AMERICAN MEDICAL ACADEMY, INC. TO ALLOW PROSPECTIVE PARAMEDICS AND EMERGENCY MEDICAL TECHNICIANS TO OBTAIN CLINICAL EXPERIENCE THROUGH THE HIALEAH FIRE DEPARTMENT RIDE-ALONG PROGRAM, FOR A TERM OF ONE YEAR, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, THE Hialeah Fire Department ride-along program allows prospective paramedics and emergency medical technicians to gain actual clinical experience by observing Hialeah firefighters and other professionals perform their duties on the field; and

**WHEREAS**, it is in the best interest of the welfare of the community to enter into this Affiliation Agreement with the American Medical Academy, Inc. to encourage and support the education and training of future professionals in the healthcare industry within the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an Affiliation Agreement with the American Medical Academy, Inc. to allow prospective paramedics and emergency medical technicians to obtain clinical experience through the Hialeah Fire Department ride-along program, for a term of one year, with two successive annual renewals, at the discretion of the

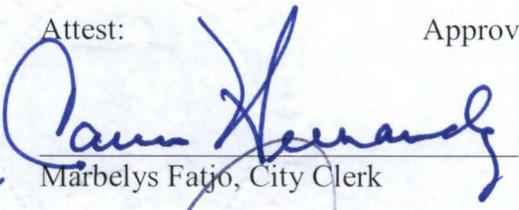
City of Hialeah, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit "1"; providing for an effective date.

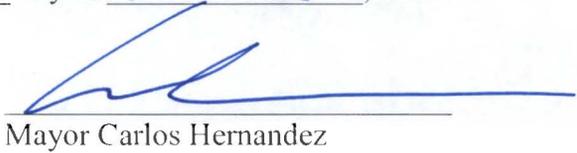
PASSED AND ADOPTED this 25 day of November, 2014.

  
\_\_\_\_\_  
Isis Garcia-Martinez  
Council President

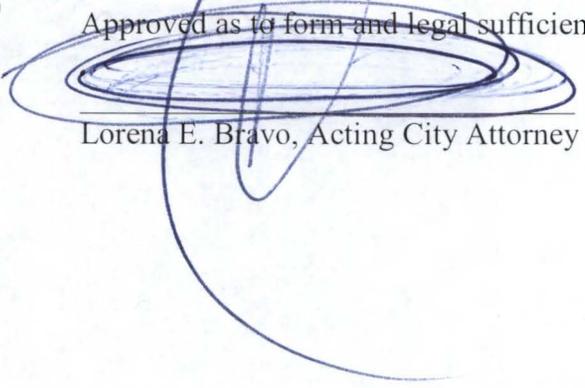
Attest:

Approved on this 05 day of December, 2014.

*for.*   
\_\_\_\_\_  
Marbelys Fatjo, City Clerk

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a 6-0-1 vote with Council Members Caragol, Casáls-Muñoz, Cue-Fuente, Gonzalez, Hernandez, & Lozano voting "Yes", & Councilmember Garcia-Martinez, absent.

**AFFILILATION AGREEMENT BETWEEN AMERICAN MEDICAL  
ACADEMY, INC. AND CITY OF HIALEAH**

This agreement is made and entered into this \_\_\_\_\_ day of October 2014, by and between American Medical Academy, Inc., a Florida corporation, ("AMA") with the principal address of 12215 SW 112 Street, Miami, Florida 33186 and the City of Hialeah, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), with the principal address of 501 Palm Avenue, Hialeah, Florida 33010.

WHEREFORE, AMA confers degrees for paramedics and emergency medical technicians and as part of the course work to obtain a degree, the City enters into this agreement to allow for clinical experience through the Hialeah Fire Department ride-a-long program where the participant will gain actual experience by observing firefighters engaging in their daily activities.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**I. TERM**

The term of this agreement shall be for one year from the effective date of this agreement with two successive annual renewals, at the discretion of the City. This agreement will be in effect during the term indicated above. Either AMA or the City, upon 30 days written notice, may terminate this agreement without cause.

**II. SPECIFIC RESPONSIBILITIES OF AMA**

- A. AMA shall designate a person or persons to coordinate and act as a liaison with the appropriate City personnel.
- B. AMA shall provide the City with a list of participants in the learning experience at least 10 days before each program is to start.
- C. AMA shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the City.
- D. AMA shall insure that the participants comply with the provisions of Section II.
- E. AMA 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 \$1,000,000/\$3,000,000 for personal injuries and \$50,000 for property damage; and the City shall be an additional named



insured under such general and professional liability policy or policies. AMA shall submit certificates of insurance to the City evidencing such insurance at the time of the execution of this agreement, and as requested by AMA. AMA agrees that the City will received no less than 30 days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.

### **III. SPECIFIC RESPONSIBILITIES OF THE CITY**

- A. City shall provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. City shall provide opportunities for a learning experience with appropriate supervision.
- C. City shall retain ultimate responsibility for patient care even if a participating student gives that care.
- D. City shall designate a preceptor (or coordinator) from its staff to act as the liaison with AMA in this agreement, as appropriate to the learning objectives.

### **IV. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT**

- A. Participant shall comply with the policies and procedures of the City.
- B. Participant shall provide the necessary and appropriate uniform while on duty in the City.
- C. Participant shall 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. Participant shall sign a Hialeah Fire Department ride-a-long hold harmless agreement with the City prior to commencing the participant's experience within the ambulance service.
- E. At all times, must wear the appropriate badge on every clinical rotation, and comply in all respects with the student requirements set forth in the requirement sheets.

### **V. REQUEST FOR WITHDRAWAL OF PARTICIPANT**

The City shall reserve the right to deny, at its sole discretion, any participant from access to its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the City or is detrimental to patients

or others.

## **VI. PATIENT CONFIDENTIALITY**

AMA agrees that each student it sends to the City pursuant to this agreement has been instructed that he or she is required to follow and comply with all applicable rules pursuant to HIPAA regarding confidentiality or patient health information. AMA agrees to inform all such students that, in the event they encounter patient health information, they must (1) obtain, use and disclose patient health information only as necessary in the course of and for purpose of their duties or services at the City; (2) guard and maintain the confidentiality of patient health information, including, but not limited to, keeping such information secure, private, and out of public view, and avoiding conversations about such information except as necessary in the course and for purpose of training; (3) comply with the explicit and implicit instructions of the City regarding any incidental exposure to sensitive or other patient health information; and (4) immediately report any uses and/or disclosures of patient health information that do not comply with applicable law, these confidentiality requirements, or any breach or threat to the security of patient health information of which the student becomes aware shall report to the AMA Medical Director or C.E.O., 12215 S.W. 112 Street, Miami, FL 33186, Phone: 305.271.6555.

## **VII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City.

## **VIII. NOTICE**

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, upon the date of actual receipt.

**CITY**  
Chief Miguel (Mike) Anchia  
City of Hialeah Fire Department  
83 East 5 Street  
Hialeah, Florida 33013  
Tele: (305) 883-6900  
Fax: (305) 883-6980

**AMERICAN MEDICAL ACADEMY**  
Angie Gutierrez, President  
American Medical Academy  
12215 SW 112 Street  
Miami, Florida 33186

## **IX. NONDISCRIMINATION**

The AMA agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

**X. CONSTRUCTION OF AGREEMENT**

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. AMA agrees to be subject to the jurisdiction (subject matter and in personal) of the courts in Miami-Dade County, Florida and amenable to process.

**XI. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successor and assigns.

**XII. INDEMNIFICATION**

**XIII.** AMA shall indemnify and hold harmless the City, its officials, elected or appointed, directors, employees, agents, representatives and attorneys, from and against any and all claims, suits, causes of action (whether statutory, equitable or at common law), damages, liabilities, losses, costs and expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind which arise out of, result to or in connection with all activities, responsibilities and obligations under this agreement, including all other acts or omissions to act, including, but not limited to, NEGLIGENCE or CARELESSNESS, on the part of AMA or any person acting for or on its behalf. This paragraph shall not be construed to require AMA to indemnify the City for City's own negligence, or intentional acts of City, its agents or employees. This clause shall survive the expiration or termination of this agreement.

**ENTIRE AGREEMENT**

This agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement is of no force and effect.

**XIV. AMENDMENT**

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

**XV. MISCELLANEOUS**

A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

B. In the event of conflict between the terms of this agreement and any terms or conditions in any attached document; the terms in this agreement shall prevail.

C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

E. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement. 4,

(THIS SPACE IS LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida  
501 Palm Avenue  
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of  
City of Hialeah

(SEAL)

Approved as to legal sufficiency and as to form:

\_\_\_\_\_  
William M. Grodnick City Attorney

American Medical Academy, Inc.  
12215 SW 112 Street  
Miami, Florida 33186

Attest:

Authorized signature of the firm

\_\_\_\_\_  
Corporate Secretary  
(SEAL)

\_\_\_\_\_  
Angie Gutierrez                      Date

President

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