



"Commitment to Excellence"

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS, D/B/A
THE CORAL SPRINGS REGIONAL INSTITUTE OF PUBLIC SAFETY AND
THE CITY OF DELRAY BEACH
FOR THE CLINICAL RIDE-ALONG PROGRAM**

THE CITY OF CORAL SPRINGS, FLORIDA, a municipal corporation of the State of Florida, and whose mailing address is 9500 West Sample Road, Coral Springs, Florida 33065, d/b/a The Coral Springs Regional Institute of Public Safety (hereinafter "CSRIPS") and between the **CITY OF DELRAY BEACH**, Palm Beach County, Florida, a municipal corporation (hereinafter referred to as "DELRAY BEACH"), whose principal place of business is located at 100 NW 1st Avenue, Delray Beach, Florida, 33444, collectively "the Parties".

WHEREAS, CSRIPS is conducting educational programs through its EMS Programs for the purpose of providing skilled workers for the health service industry in the fields of service described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Delray Beach has the clinical facilities necessary to assist in the provision of said educational programs and desires to participate in the educational programs for the benefit of the entire community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.1 **Program Purpose**. The education of the student shall be the primary purpose of the programs.

A. In accordance with the terms and conditions of this Agreement:

1. **CSRIPS** will select and assign its Paramedic/EMT students to participate in a clinical ride-along program with Delray Beach; and

2. Delray Beach will accept the students assigned by CSRIPS to the Clinical ride-along program subject to the terms and conditions as outlined herein.



2.2 **Term of Agreement.** The term of this Agreement shall become effective upon full execution by both parties ("Effective Date") as provided for herein and shall remain in effect for three (3) years from said date or unless otherwise terminated as provided herein. At the end of the Term or any Term Extension (as defined herein), the Agreement can be extended for an additional term of one (1) year (a "Term Extension") upon the written mutual agreement of the parties within thirty (30) days' prior to the expiration of the Term or Term Extension. If the contract is terminated, termination shall not be effective until such time as all then enrolled students have had the opportunity to complete their prescribed program, such completion shall not exceed (12) months.

2.3 **Instruction and Curriculum.** CSRIPS shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education, Emergency Medical Technician Paramedic: National Standard Curriculum (herein after referred to as "EMT-NSC") and within CSRIPS Policies and Procedures. All faculty provided by CSRIPS shall be duly licensed, certified or otherwise qualified to participate in the program. Neither CSRIPS or any participating student or faculty member shall interfere with or adversely affect the Delray Beach operations or the Delray Beach provision of health care services.

2.4 **Telephone Consultation.** CSRIPS shall provide faculty or school administration for consultation with Delray Beach or its' agents by telephone at any given time during which students are on Delray Beach's premises or vehicle without supervision by a CSRIPS instructor.

2.5 **Course Materials.** Upon request, CSRIPS shall provide Delray Beach with copies of its current course outlines, course objectives, curriculum, philosophy and a list of faculties and their qualifications.

2.6 **Educational Plan.** CSRIPS faculty will prepare an educational plan in conjunction with Delray Beach's staff prior to the placement of students with Delray Beach. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The participation of the students in the program shall be limited to the activities applicable to that student and as required by the EMT-NSC. The faculty shall be responsible for maintaining cooperative relationships with Delray Beach's staff. Delray Beach shall provide opportunities for participating students to observe and assist in various aspects of patient care, consistent with the training requirements of EMT- NSC. CSRIPS warrants that the students selected to participate in the clinical program have met the minimum education requirements as required by EMT- NSC prior to participating in the clinical program.

2.7 **Approval/Accreditation Status.** Through its administrators and faculty, CSRIPS shall maintain or obtain within sixty days after the execution of this Agreement by both party's approval/accreditation status for those programs specified in Exhibit "B" which is attached hereto and incorporated herein by reference. Upon request, CSRIPS shall provide Delray Beach with



proof of continued national accreditation for those programs specified in Exhibit "B".

2.8 **Student Orientation.** CSRIPS and Delray Beach shall provide an orientation for the students prior to the student's commencement of the clinical educational experiences. Participating students and faculty will be required by Delray Beach to execute a Hold Harmless Agreement substantially complying with the form attached hereto as Exhibit "C" and herein incorporated by reference. Delray Beach reserves the right to deny acceptance or terminate continued participation in the program to any student(s) that refuse to execute a Hold Harmless Agreement.

2.9 **Student Evaluation.** Upon the request of CSRIPS, Delray Beach shall assist in the evaluation of students' performance. However, CSRIPS shall be responsible for guidance, direction and supervision of students participating in the program. Delray Beach shall be responsible at all times for patient care and shall have the right to terminate a students' participation at any time during his/her participation in the program for failure to adhere to Delray Beach's policies and procedures.

2.10 **Patient Confidentiality.** CSRIPS and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of Delray Beach and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of the patient and Delray Beach. Participating students and faculty will be to strictly adhere to the confidentiality provisions set forth in the Hold Harmless Agreement attached hereto as Exhibit "C" and herein incorporated by reference. CSRIPS and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information and will strictly adhere to the provisions set forth in the HIPAA Business Associate Agreement attached hereto as Exhibit "D" and herein incorporated by reference. Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. CSRIPS shall immediately notify the Delray Beach of any known unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. CSRIPS will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the Delray Beach and the imposition upon such third persons of the same duty to safeguard said information. CSRIPS records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the Delray Beach or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this Agreement.

2.11 **Number of Assigned Students.** CSRIPS and the Delray Beach agree that the determination of the number of students to be assigned to Delray Beach shall be a mutual decision based on a variety of factors including, but not limited to, staff, space, availability and the number of students enrolled in the program. However, the final decision as to the number of students accepted into the program by Delray Beach and their assignments shall be made by Delray Beach.



2.12 **Program Uniforms.** CSRIPS shall require students participating in the educational program to wear the uniform and nametag approved by Delray Beach while on the Delray Beach premises. Delray Beach reserves the right to refuse or terminate any student from participating in the program for failure to wear the Delray Beach approved uniform.

2.13 **Students are Not Delray Beach Employees.** CSRIPS, its faculty and its students are not to represent themselves as or are deemed to be employees, servants, agents, or volunteers of SURISE. Students shall be considered employees, servants, agents or volunteers of CSRIPS while participating in the clinical program with Delray Beach.

2.14 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation, i.e. salaries, wages, pension contributions, insurance premiums, workers compensation premiums, or any other recognized employee fringe benefits. Participating students shall be treated by the Delray Beach as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Delray Beach staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

2.15 **Discontinued Student Placement.** CSRIPS reserves the right to refuse or discontinue the placement of students if Delray Beach does not meet the professional educational requirements and standards of CSRIPS. Delray Beach reserves the right to discontinue the availability of its facilities, services and participation in the clinical program to any student should CSRIPS and/or the student not continuously meet nationally accepted educational or professional standards or other requirements, qualifications and standards as may be required by Delray Beach. Delray Beach reserves the right and has the discretion to immediately remove from its premises, controlled scenes and/or vehicles any student who behaves unprofessionally, lacks the requisite knowledge, skill and ability to continue in the clinical program or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

2.16 **Infectious Diseases and Student Immunizations.** CSRIPS shall advise students of the risk of infectious diseases and that the Delray Beach is not responsible for exposure to infectious diseases that occur beyond its reasonable control. CSRIPS shall verify that students have received immunizations from Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (OT) and have received annual screening for Tuberculosis. CSRIPS shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens; (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in Hepatitis B vaccination and post-exposure evaluation and follow-up.



2.17 **Delray Beach Accreditation/Licensure**. Delray Beach shall provide proof of its accreditation/licensure status to CSRIPS upon request at any time during the term of this Agreement.

2.18 **Hold Harmless**

A. Both parties agree to hold harmless each other, their officers, employees, agent's, servants, designees, attorneys, and legal representatives against any claims, demands, causes of actions, lawsuits, liabilities, resulting either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of either party, its officers, employees, agents, servants, designees, attorneys, and legal representatives while acting within the scope of their employment or participation in the program and agrees to be responsible for any and all damages resulting from said claims. Neither party shall be deemed to have waived sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

B. The provisions of this section shall survive the expiration or early termination of this Agreement.

ARTICLE 3 - GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any Delray Beach to which sovereign immunity may be applicable.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an Delray Beach or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

3.3 **Non-Discrimination**. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.4 **Termination** This Agreement may be canceled by CSRIPS or Delray Beach without cause upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.



3.5 RECORDS AND AUDIT

3.5.1 CSRIPS reserves the right to audit the records of Delray Beach relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CSRIPS. If required by CSRIPS, Delray Beach shall agree to submit to an audit by an independent certified public accountant selected by CSRIPS. Delray Beach shall allow CSRIPS to inspect, examine and review the records of Delray Beach at any and all times during normal business hours during the term of this Agreement.

3.5.2 IF DELRAY BEACH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DELRAY BEACH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

3.5.3 Delray Beach understands, acknowledges and agrees that Delray Beach shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CSRIPS to perform the service.
- (2) Upon request from CSRIPS's custodian of public records, provide CSRIPS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CSRIP's policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Delray Beach does not transfer the records to CSRIPS.
- (4) Upon completion of the contract, transfer, at no cost, to CSRIPS all public records in possession of Delray Beach or keep and maintain public records required by CSRIPS to perform the service. If Delray Beach transfers all public records to CSRIPS upon completion of the contract, Delray Beach shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Delray Beach keeps and maintains public records upon completion of the contract, Delray Beach shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSRIPS, upon request from CSRIPS's custodian of public records, in a format that is compatible with the information technology systems of CSRIPS.



3.5.4 NONCOMPLIANCE OF DELRAY BEACH

(1) A request to inspect or copy public records relating to a CSRIPS's contract for services must be made directly to CSRIPS. If CSRIPS does not possess the requested records, CSRIPS shall immediately notify Delray Beach of the request, and Delray Beach must provide the records to CSRIPS or allow the records to be inspected or copied within a reasonable amount of time.

(2) If Delray Beach does not comply with CSRIPS's request for records, CSRIPS shall enforce the contract provisions in accordance with the contract.

(3) If Delray Beach fails to provide the public records to CSRIPS within a reasonable time, Delray Beach may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against Delray Beach to compel production of public records relating to a CSRIPS's contract for services, the court shall assess an award against Delray Beach for the reasonable costs of enforcement.

3.6 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.7 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.8 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.9 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



3.10 **Compliance with Laws.** In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal, state and local laws, codes, rules and regulations including, without limitation, applicable Delray Beach and/or CSRIPS policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act with Disabilities Act.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without prior written approval of Delray Beach and CSRIPS.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Severability.** In case any one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity illegality, enforceability or unlawful or void nature of that provision shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Waiver of Jury Trial.** The parties to this agreement hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights either may have to a trial by jury in respect to any action, proceeding, lawsuit, or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable, or void provision had never been included herein.

3.17 **E-Verify**

In accordance with Section 448.095, *Florida Statutes*, Delray Beach agrees as follows:



(a) The parties agree to utilize the E-Verify system to verify work authorization status of all newly hired employees. The parties shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CSRIPS may immediately terminate this Agreement for a breach of this subparagraph.

(b) The parties shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The parties shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CSRIPS may immediately terminate an Agreement for a breach of this subparagraph.

(c) CSRIPS shall terminate this Agreement if CSRIPS has a good faith belief that Delray Beach is in violation of Section 448.09(1), *Florida Statutes*.

(d) The parties shall terminate any agreement with any subcontractor if either party has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CSRIPS may immediately terminate this Agreement for a breach of this subparagraph.

(e) CSRIPS shall notify and order Delray Beach to immediately terminate a contract with a subcontractor if CSRIPS has a good faith belief that Delray Beach's subcontractor knowingly violated this Section, but Delray Beach has otherwise complied with this Section. CSRIPS may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) Delray Beach shall be liable for any and all additional costs incurred by CSRIPS as a result of the termination of this Section.

3.18 **Scrutinized Companies**

Delray Beach understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CSRIPS if Delray Beach is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, Delray Beach understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and Delray Beach is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that Delray Beach is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CSRIPS.



By entering into this Agreement, Delray Beach certifies that Delray Beach, and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that Delray Beach is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CSRIPS may immediately terminate this Agreement without any liability to Delray Beach notwithstanding any other provision in this Agreement to the contrary.

3.19 Force Majeure And Appropriation

In no event shall CSRIPS be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CSRIPS; it being understood that CSRIPS shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

3.20 **Notice.** All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

To CSRIPS: City of Coral Springs
d/b/a The Coral Springs Regional Institute of Public Safety
John Barry, Division Chief
4180 NW 120th Avenue
Coral Springs, Florida 33065

To Delray Beach:

City of Delray Beach
Attn: Terrence R. Moore, City Manager
100 NW 1st Ave
Delray Beach, FL 33444

3.21 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect



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this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

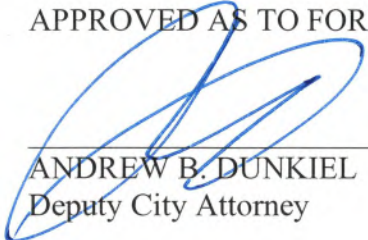
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IN WITNESS WHEREOF, CITY OF CORAL SPRINGS, d/b/a The Coral Springs Regional Institute of Public Safety and the City of DELRAY BEACH have caused these present to be executed in their respective names by the proper officials the day and year first above written.

APPROVED AS TO FORM:



ANDREW B. DUNKIEL
Deputy City Attorney

**CORAL SPRINGS REGIONAL
INSTITUTE OF PUBLIC SAFETY**



JOHN BARRY, DIVISION CHIEF
Coral Springs-Parkland Fire Department

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Alexis Givings, City Clerk

Thomas F. Carney, Jr., Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Lynn Gelin, City Attorney



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EXHIBIT A

CSRIPS is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

1. FIRST RESPONDER
2. EMERGENCY MEDICAL TECHNICIAN
3. PARAMEDIC TRAINING



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EXHIBIT B

Through administrators and faculty maintain approval/accreditation status for:

- Emergency Medical Technician Program
- Paramedic