

CM3046

Revised 10/15/2020

MEMORANDUM OF AGREEMENT
BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF
FLORIDA GATEWAY COLLEGE

AND

NASSAU COUNTY FIRE RESCUE
96160 NASSAU PLACE
YULEE, FLORIDA 32097

THIS AGREEMENT, made and entered into this 30TH day of July 2021, by and between the DISTRICT BOARD OF TRUSTEES OF FLORIDA GATEWAY COLLEGE, 149 SE College Place, Lake City, Florida, 32025, hereinafter referred to as the "College", and NASSAU COUNTY FIRE RESCUE, hereinafter referred to as the "Agency",

WITNESSETH

WHEREAS, the College offers an approved program of the study in the field of Emergency Medical Services programs, and

WHEREAS, the College desires that its students obtain clinical laboratory experience, and

WHEREAS, the Agency desires to cooperate with the College in implementing the above stated objective,

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Agency and the College, by their duly constituted and authorized officers, agree as follows:

THAT the students enrolled in the above-named program and the faculty at the College may use the various departments of the Agency for clinical laboratory practice. The number of students and the specific dates when the students of the College will be utilizing the various departmental facilities of the Agency will be established and agreed upon by both parties in advance of the specific session. Learning experiences in the laboratory departments will be selected by the faculty and the days and hours planned by the faculty of the College in cooperation with the Agency.

THAT neither the College nor the Agency will discriminate in its employment practices or admission of students on the basis of race, color, religion, age, sex, marital status or national origin nor will either discriminate against any qualified handicapped individual.

RESPONSIBILITIES/RIGHTS OF THE AGENCY:

1. To share in the responsibility for the education of College's students in the Emergency Medical Services programs through the cooperation and assistance of its staff and employees along with the faculty and students of the College.
2. Students shall be selected for the program by the College and under the program, shall not exceed the teaching capabilities of the agency.
3. To provide for opportunities for observation and practice experience in the laboratory, and in selected departments of the Agency. The student will be allowed to have practice experience only after the instructor has verified the student's capability.
4. To make available to faculty and students of the College the use of its facilities the same as to its own personnel.
5. To make available whenever possible to faculty and students of the College its facilities and services in the planned learning experiences of the aforementioned program.
6. To provide conference and meeting rooms as required and needed, if available and not being used for other purposes by the Agency.
7. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the program.
8. The Agency agrees to provide access to faculty and students for emergency medical care in case of illness or accidents incurred while on duty in the Agency. Student is not eligible for worker's compensation, and medical expenses incurred will be the responsibility of the student.
9. Instruction under the program shall be at all times agreed by the parties to this contract.
10. To assume responsibility for the supervision of assigned program students during the performance of clinical practice. The Agency will provide direct supervision of students.
11. To provide necessary feedback and evaluation of assigned program students utilizing the specified evaluative tool as prescribed, and communicate to academic faculty any student deficiencies or needs for remediation.
12. The responsibility for the patient remains with the Agency.

13. THAT the Agency can require the College to withdraw a faculty member or student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards of performance. The college agrees to maintain discipline among students and faculty.

THE RESPONSIBILITIES/RIGHTS OF THE COLLEGE ARE:

1. To use proper Agency channels to make plans for observation and practice experience.
2. To comply with current policies and procedures of the Agency, including all applicable legislation and regulation.
3. To maintain standards of the program recommended and prescribed by all governing bodies and accrediting agencies regulating the program
4. Faculty members attend orientation to the Agency.
5. To comply with and require, if necessary, physical examination, chest X-rays and certain immunizations as deemed necessary by the Agency or other such authority relative to the program prior to entrance upon premises under the program.
6. To employ qualified employees in the program as administrators and instructors. The College agrees to the responsibilities of interpreting the objectives of the program to the students, consulting with administrative personnel of the Agency in advance about use of the various facilities.
7. To be responsible for the educational supervision of students in the program.
8. Students shall be selected for the program by the College and program classes shall not exceed the teaching capabilities of the Agency.
9. Maintain individual records of classes and practicum student competency and health.
10. Maintain strict confidentiality regarding all patient-centered information.
11. Prepare any rotational plans for services to be used for experiences and to secure the approval of this plan from the Agency prior to commencement of educational program under the facilities. Major changes in the plan will not be effective until such time as they shall be approved by the Agency.
12. Provide a FDLE criminal background check on each student prior to assignment at facility.

RESPONSIBILITIES/RIGHTS OF THE STUDENT:

1. The student will provide the results of a drug screen to the program coordinator prior to beginning clinical rotations.
2. The student will provide documentation of current health insurance coverage to the program coordinator prior to beginning clinical rotations.
3. Student will be punctual in attendance in accordance with the times scheduled by the College and/or Agency.
4. Student will maintain strict confidentiality regarding all patient or agency centered information in accordance with the requirements of the Health Insurance Portability and Accountability Act.
5. Students will treat all agency personnel, patients, constituents and visitors with dignity, respect, and courtesy.
6. Students will abide by all applicable policies and procedures as set forth by the College and/or Agency.
7. Students will provide timely notification of impending tardiness and/or absence to the appropriate staff of the College and Agency.
8. Students will provide written/oral assignments, presentations or reports as directed and assigned by College and/or Agency Instructional Personnel.
9. Students will be treated with mutual dignity, courtesy and respect by agency personnel.
10. Routine measures will be employed to assure the student of a safe, legal and ethical practice environment.
11. The student will have immediate access to a supervising clinical instructor during the clinical practicum.
12. The student may request and be entitled to a conference with the Clinical Instructor, and/or Program Coordinator.
13. The student is entitled to periodic performance assessment, necessary privacy, confidentiality and non-discrimination.
14. The student may request a transfer from the assigned Clinical Instructor and/or Agency in the event a situation cannot be resolved.
15. The student is required to complete and will present the Student Release of Liability form (attached as Exhibit A) to the Agency.

GENERAL CONDITIONS:

1. The Agency and the College expressly agree that all faculty and students under the program shall remain employees or students of the college. The College agrees that it will never act or represent it is acting as an agent of the Agency or incur any obligations on the part of the Agency without first obtaining the express written authority of the Administrator. The Agency agrees that it will not be responsible for any salaries, taxes or insurance of the College faculty, agents or students.
2. No alterations, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto.
3. The Agency and College agree that executed copies of this agreement shall be placed on file with the Administrator of the Agency and the Director of Allied Health Programs, Florida Gateway College.
4. The College also at all times agrees to provide certification of liability insurance in the amount of \$1,000,000/\$3,000,000 for all students and faculty members in the performance of their duties and responsibilities at the Agency. Such liability shall cover all causes of action, claims demands, liabilities, losses, damages, judgments or expenses of every kind and nature, including all costs and attorney's fees hereafter required as a result arising out of any negligent acts or omissions of the College, its students, and/or faculty in connection with and pursuant to this contract. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. The College will notify the Agency if any changes occur.
5. The College shall at all times obtain and maintain workers' compensation insurance for College employees assigned to the Agency and provide a certificate of insurance evidencing such insurance coverage if required by the Agency. The College will notify the Agency if any changes occur.
6. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof acting within the scope of their employment. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims or to impose liability on either party, for which it would not otherwise by law be responsible.

College agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". College agrees not to use or further disclose and Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this

Agreement. However, nothing herein shall be construed to mean that Florida Gateway College is a 'Business Associate' as defined by 45 CFR 160.103.

College will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

THIS AGREEMENT shall become effective upon the date of signature of both parties and shall be effective for one year.

THIS AGREEMENT may be terminated at any time by either party hereto, with or without cause upon sixty (60 days) written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the course.

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail to either of the parties. Notice shall be effective upon compliance with this section.

FLORIDA GATEWAY COLLEGE

Lawrence Barnett
Signature

Lawrence Barnett

Printed Name

President

Title

12/13/2021

Date

NASSAU COUNTY FIRE RESCUE

Brady Rigdon
Signature

Brady Rigdon

Printed Name

Fire Chief

Title

12/3/2021

Date

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

Taco E. Pope, AICP
Signature

Taco E. Pope, AICP

Printed Name

County Manager

Title

12/9/2021

Date

Exhibit A Student Release of Liability

Student's Name: _____ Student ID: _____

I hereby fully and completely release and hold harmless all field agencies and clinical site facilities (listed below) or any of their subsidiaries, their management employees or representatives from any and all liability, claims or causes of action, damages, judgments or orders, of any kind or nature whatsoever, including, but not limited to, intentional acts or omissions, negligence, premises defects, contract or any and all other causes of action for personal injury including death or property damage arising from or related to , in any way any of the field agencies or clinical site facilities or any of its subsidiaries, management employees or representatives.

I acknowledge that while riding in an ambulance or attending clinical rotations in a healthcare facility there is inherent and even dangerous risk and this can carry an inherent risk of injury or illness, including death or property damage. I enter into this RELEASE OF LIABILITY of my own free will and am not being influenced by any other individual or entity. I have read and understood this RELEASE OF LIABILITY and agree to it by my signature below.

I acknowledge that I will follow any orders or direction given to me by the supervising crew or healthcare providers at the below mentioned agencies and institutions, and that if I fail to follow such orders or direction given to me; it may result in my being directed to leave the location and be allowed to participate as an observer.

I acknowledge that I have been fully trained and am knowledgeable regarding HIPAA and patient confidentiality and that I will not divulge any PHI (personal health information) to anyone not directly related to their provision of care. If I am required to fill out "reports" related to the training I am receiving from Florida Gateway College, I will have the paperwork reviewed by a preceptor to ensure that no patient information (PHI) is included. Failure to comply could result in my being dismissed from the training location and not being able to participate in future learning opportunities.

Signature _____

Date _____

Witness _____

Date _____

Baker County EMS
Bradford County EMS
Century Ambulance Service
Dixie County EMS
Gilchrist County Fire/Rescue
Hamilton County Fire/ Rescue
Nassau County Fire / Rescue
Suwannee County Fire / Rescue
Union County EMS

Ed Fraser Memorial Hospital
Lake City Medical Center
Magnolia Pediatrics
North Florida Regional Medical Center
UF Health / Shands Gainesville
UF Health Jacksonville