

### CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.  
**CM3060**

#### CONTRACTOR INFORMATION

Name: Florida State College at Jacksonville (FSCJ)

Address: 501 West State Street, Jacksonville, FL 32202  
City State Zip

Contractor's Administrator Name: Dr. Neal Henning Title: Dean of Health Sciences

Tel#: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: neal.henning@fscj.edu

#### CONTRACT INFORMATION

Contract Name: FSCJ MOU / EMS Ride Along Program Contract Value: N/A

Brief Description: FSCJ Memorandum of Understanding for EMS Ride Along Program

Contract Dates : From: 09/01/21 to: 08/31/24 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other MOU

#### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

#### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                           |   |
|----|--|---------------------------|---|
| 1. | <u>[Signature]</u><br>Department Head Signature                        | <u>11-4-21</u><br>Date    | <u>Fire Rescue</u><br>Submitting Department |
| 2. | <u>Marshall Eyrman</u><br>Procurement                                  | <u>11/8/2021</u><br>Date  | <u>N/A</u><br>Funding Source/Acct #         |
| 3. | <u>Marshall Eyrman</u><br>Office of Management & Budget                | <u>11/9/2021</u><br>Date  | <u>AK</u> <u>11/9/2021</u>                  |
| 4. | <u>Denise C. May, Esq., BOS</u><br>County Attorney/Contract Management | <u>11/10/2021</u><br>Date |   |

Comments: \_\_\_\_\_

#### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 11/10/2021  
Taco Pope Date

#### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Procurement
- Office of Management & Budget
- County Attorney/Contract Management
- Clerk Finance

**MEMORANDUM OF UNDERSTANDING  
BETWEEN FLORIDA STATE COLLEGE AT JACKSONVILLE  
AND NASSAU COUNTY FIRE RESCUE**

This Agreement dated September 1 2021 (“Effective Date”) between The District Board of Trustees at Florida State College at Jacksonville (hereafter referred to as “FSCJ”), a public body corporate of the State of Florida and Nassau County Fire Rescue Department, (hereafter referred to as “NCFR”) will provide for the field experience phase for EMS Program students from FSCJ aboard NCFR rescue vehicles.

**I. FSCJ agrees to the following:**

- A. Students are permitted to ride only with companies/NCFR rescue vehicles to which they have been assigned by the FSCJ EMS Program coordinated with NCFR.
- B. Students will only be permitted to ride between 0800 and 2300 only.
- C. Students are required to complete and will present Permission to Ride forms (attached as Exhibit A) to the Officer-in-Charge of the assigned company/NCFR vehicle. Permission to Ride forms will be provided by NCFR to FSCJ students.
- D. Students will abide by all rules and regulations of Nassau County Fire Rescue.
- E. FSCJ within two (2) weeks of the start of each term will provide a list of EMS Program Students eligible to participate for the field experience phase that term and assigned Rescue Companies to the Fire Chief or his designee
- F. FSCJ will have on file for each student proof of Background check, Drug Screening, Immunizations, and other compliance documents in Complio American Databank.
- G. FSCJ agrees to obtain and maintain for each Student in the Program(s), as a condition of their participation in the Program(s), and during the term of their Program participation at NCFR, professional liability insurance. Such insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Such professional liability insurance shall cover amounts that enrolled Students become legally obligated to pay as a result of injury or damage as a result of a medical incident at the NCFR. Coverage extends to Faculty solely in their responsibilities for training, advising, and supervising Students enrolled and engaged in the curriculum of the FSCJ.
- H. Assign only those Students who have satisfactorily completed those portions of FSCJ curricula that are a prerequisite to Program participation, as well as appropriate health and background screenings.
- I. FSCJ is self insured for worker’s compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the FSCJ. Its self

insured fund and various policies are authorized pursuant to Florida Statutes and the District Board of Trustees. The FSCJ agrees to maintain its self insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of FSCJ to be sued; or (iii) a waiver of sovereign immunity of the FSCJ beyond the waiver provided in Section 768.28, Florida Statutes.

**II. NCFR agrees to the following:**

- A. NCFR will allow EMS Program students from FSCJ to ride on assigned rescue companies.
- B. NCFR may, at its discretion, refuse any student's participation who does not meet the professional and other standards and requirements of NCFR. FSCJ agrees to withdraw any student from rescue riding when directed to do so by the Fire Chief or his designee.
- C. The Officer-in-Charge may suspend the riding privileges of any student not meeting the uniform requirements, or in violation of any NCFR rules and regulations.
- D. NCFR shall retain ultimate responsibility for total patient care.
- E. NCFR will provide direct supervision of the EMS Program students during those times when the students are participating in the field experience.
- F. NCFR will provide Program students with emergency accident care for injuries, or illnesses of an acute nature, incurred while riding with the NCFR. Payments for such emergency accident care shall be the personal responsibility of the student at the student's expense.
- G. Endeavor to comply with applicable requirements of any accreditation or certification authority over NCFR for purposes of the educational experience.
- H. Upon reasonable notice, permit the authority responsible for accreditation/certification of College's curriculum to inspect the Facilities, services and all other items provided by NCFR for purposes of the educational experience
- I. NCFR shall maintain, at its own cost and expense, General Liability insurance covering NCFR, as an entity and each of its employees against General Liability claims, including Bodily Injury, Property Damage and Errors and Omissions Liability claims, in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate.

### III. General Provisions:

- A. The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Students actually participating in the Program(s) at the time of termination to finish the Program(s) with NCFR.
- B. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than FSCJ. FSCJ agrees to provide guidance to NCFR with respect to complying with FERPA. Both parties agree to maintain strict confidentiality of students' activities and their records in accordance to College policies and procedures and applicable state and federal laws and regulations.
- C. The parties hereto acknowledge and agree that FSCJ is a political subdivision of the State of Florida. As such FSCJ's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to FSCJ's operations, commitments and/or activities in furtherance of any terms specified herein. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the FSCJ to be sued; or (iii) a waiver of sovereign immunity of FSCJ beyond the waiver provided in Section 768.28, F. S. As FSCJ is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.
- D. NCFR acknowledges that FSCJ, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The parties agree to comply with applicable Florida Statutes as it relates to the maintenance, generation and provision of access to all public records related to this Agreement.
- E. **PROGRAM INTEGRITY:** Pursuant to U.S. Department of Education rules and regulations codified in 34 Code of Federal Regulations (CFR) Sections 668.71 – 668.75, an educational institution eligible for Title IV student aid and loan

**funding, and any educational partners of the institution, must comply with federal guidelines regarding representations made to students. NCFR, as a partner with FSCJ in the delivery of a portion of an educational program, must ensure that no employee of NCFR misrepresents to any student any of the following:**

- 1. The nature of the Program or any other education program at FSCJ**
- 2. The nature of the costs associated with the Program or any other educational program at FSCJ.**
- 3. The employment or salary a graduate will secure after completion of the Program or any other program at FSCJ. NCFR agrees to review Attachment B and to abide as instructed in the Attachment.**

- F. 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 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. Students shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Program Student or participant shall be considered an employee or volunteer of NCFR by virtue of that Program participation.**
- G. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.**
- H. This Agreement is made solely for the benefit of NCFR and FSCJ, and is not intended to create rights or any cause of action in any third parties.**
- I. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. The parties submit to the jurisdiction and venue of the local state and federal courts located in Duval County, Florida.**
- J. During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.**
- K. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither FSCJ nor NCFR make any representations, warranties, covenants or undertakings of any kind, express or implied.**
- L. All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).**

M. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

If to College:           Dr. Neal Henning  
                                  Dean of Health Sciences  
                                  4501 Capper Road  
                                  Jacksonville, FL 32218

with a copy to:         Office of General Counsel  
                                  Florida State College at Jacksonville  
                                  501 West State Street, Suite 403  
                                  Jacksonville, FL 32202

If to Agency:           Brady Rigdon  
                                  Chief, Nassau County Fire Rescue  
                                  96160 Nassau Place, Suite 1  
                                  Yulee, FL 32097

N. **The Parties agree that this Agreement may be executed and delivered by facsimile, electronic mail, or any other suitable electronic means, and the Parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.**

This agreement is contingent on FSCJ being licensed by the State of Florida Department of Health, Bureau of EMS as an EMS Training Program according to 64E-2.011 F.A.C. and being accredited by the Commission on Accreditation of Allied Health Education Programs.

**FLORIDA STATE COLLEGE  
AT JACKSONVILLE**

By: Neal Henning  
Dr. Neal Henning  
Dean of Health Sciences

11/10/2021  
Date: \_\_\_\_\_

**NASSAU COUNTY FIRE RESCUE**

By: Brady Rigdon  
Brady Rigdon  
Fire Chief  
Nassau County Fire Rescue

11/10/2021  
Date: \_\_\_\_\_

**NASSAU COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: Taco E. Pope AICP  
Taco E. Pope, AICP, County  
Manager  
(designee)

11/10/2021  
Date: \_\_\_\_\_

Exhibit A

**Nassau County Fire Rescue  
Request to Ride Fire/EMS Apparatus**

DATE: \_\_\_\_\_

TO: Fire Chief, Nassau County Fire Rescue

FROM: \_\_\_\_\_  
Name Phone

\_\_\_\_\_ Address

\_\_\_\_\_ Agency/Institution Represented

I am requesting permission to ride on/in emergency response vehicles/apparatus operated by Nassau County as an observer for the purpose of information gathering or individual education and training. I attest that I am 18 years of age.

I, understand that if permission is granted to ride apparatus operated by Nassau County during any Fire/Rescue activities it is for the sole purpose of observing. I further understand that I am prohibited from otherwise participating or assisting in any Fire/Rescue activity.

Due to the possibility that I may inadvertently be exposed to body fluids, airborne and/or bloodborne i.e., blood, vomitus, urine, etc., I accept the fact and recommendation that, for my personal protection, I should be immunized for Tetanus and Hepatitis B.

**Release**

I further agree to indemnify, protect and hold harmless from any and all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including attorney's fees arising out of, connected with, or resulting directly or indirectly from my riding on emergency response vehicles/apparatus operated by elements of the Nassau County Fire Rescue.

I have read this agreement and understand it and the fact that I am holding Nassau County Board of County Commissioners and the Nassau County Fire Rescue harmless.

Signature of Requester: \_\_\_\_\_

Approved by Fire Chief: \_\_\_\_\_ Date \_\_\_\_\_

To be Filled In by FRHQ:  
Assignment: Station \_\_\_\_\_ Date \_\_\_\_\_



## Misrepresentation regulations

### 34 CFR 668.72 Nature of educational program

Misrepresentation concerning the nature of an eligible institution's educational program includes but is not limited to false, erroneous, or misleading statements concerning—

- (a) The particular type(s), specific source(s), nature and extent of its institutional, programmatic, or specialized accreditation;
- (b)(1) Whether a student may transfer course credits earned at the institution to any other institution;
- (2) Conditions under which the institution will accept transfer credits earned at another institution;
- (c) Whether successful completion of a course of instruction qualifies a student—
  - (1) For acceptance to a labor union or similar organization; or
  - (2) To receive, to apply to take, or to take the examination required to receive, a local, state, or federal license, or a nongovernmental certification required as a precondition for employment, or to perform certain functions in the states in which the educational program is offered, or to meet additional conditions that the institution knows or reasonably should know are generally needed to secure employment in a recognized occupation for which the program is represented to prepare students;
- (d) The requirements for successfully completing the course of study or program and the circumstances that would constitute grounds for terminating the student's enrollment;
- (e) Whether its courses are recommended or have been the subject of unsolicited testimonials or endorsements by—
  - (1) Vocational counselors, high schools, colleges, educational organizations, employment agencies, members of a particular industry, students, former students, or others; or
  - (2) Governmental officials for governmental employment;
- (f) Its size, location, facilities, or equipment;
- (g) The availability, frequency, and appropriateness of its courses and programs to the employment objectives that it states its programs are designed to meet;
- (h) The nature, age, and availability of its training devices or equipment and their appropriateness to the employment objectives that it states its programs and courses are designed to meet;
- (i) The number, availability, and qualifications, including the training and experience, of its faculty and other personnel;
- (j) The availability of part-time employment or other forms of financial assistance;
- (k) The nature and availability of any tutorial or specialized instruction, guidance and counseling, or other supplementary assistance it will provide its students before, during or after the completion of a course;
- (l) The nature or extent of any prerequisites established for enrollment in any course;
- (m) The subject matter, content of the course of study, or any other fact related to the degree, diploma, certificate of completion, or any similar document that the student is to be, or is, awarded upon completion of the course of study;
- (n) Whether the academic, professional, or occupational degree that the institution will confer upon completion of the course of study has been authorized by the appropriate state educational agency. This type of misrepresentation includes, in the case of a degree that has not been authorized by the appropriate state educational agency or that requires specialized accreditation, any failure by an eligible institution to disclose these facts in any advertising or promotional materials that reference such degree; or
- (o) Any matters required to be disclosed to prospective students under §§ 668.42 and 668.43 of this part.

(Authority: 20 U.S.C. 1094)

### 34 CFR 668.73 Nature of financial charges

Misrepresentation concerning the nature of an eligible institution's financial charges includes but is not limited to false, erroneous, or misleading statements concerning—

- (a) Offers of scholarships to pay all or part of a course charge;
- (b) Whether a particular charge is the customary charge at the institution for a course;
- (c) The cost of the program and the institution's refund policy if the student does not complete the program;
- (d) The availability or nature of any financial assistance offered to students, including a student's responsibility to repay any loans, regardless of whether the student is successful in completing the program and obtaining employment; or
- (e) The student's right to reject any particular type of financial aid or other assistance, or whether the student must apply for a particular type of financial aid, such as financing offered by the institution.

(Authority: 20 U.S.C. 1094)

### 34 CFR 668.74 Employability of graduates

Misrepresentation regarding the employability of an eligible institution's graduates includes but is not limited to false, erroneous, or misleading statements concerning—

- (a) The institution's relationship with any organization, employment agency, or other agency providing authorized training leading directly to employment;
- (b) The institution's plans to maintain a placement service for graduates or otherwise assist its graduates to obtain employment;
- (c) The institution's knowledge about the current or likely future conditions, compensation, or employment opportunities in the industry or occupation for which the students are being prepared;
- (d) Whether employment is being offered by the institution or that a talent hunt or contest is being conducted, including but not limited to the use of phrases such as "Men/women wanted to train for \*\*\*," "Help Wanted," "Employment," or "Business Opportunities";
- (e) Government job market statistics in relation to the potential placement of its graduates; or
- (f) Other requirements that are generally needed to be employed in the fields for which the training is provided, such as requirements related to commercial driving licenses or permits to carry firearms, and failing to disclose factors that would prevent an applicant from qualifying for such requirements, such as prior criminal records or preexisting medical conditions.

(Authority: 20 U.S.C. 1094)

# FEDERAL STUDENT AID HANDBOOK

2013–2014

WITH ACTIVE INDEX

**MISREPRESENTATION**

A school is deemed to have engaged in *substantial misrepresentation* when the school itself, one of its representatives, or other related parties (see below), makes a *substantial misrepresentation* about the nature of its educational program, its financial charges, or the employability of its graduates.

*Misrepresentation*

*Misrepresentation* is defined as a false, erroneous, or misleading statement made directly or indirectly to

- a student, prospective student, or any member of the public, or
- an accrediting agency, a state agency, or the Department.

A *misleading statement* includes any statement that has the likelihood or *tendency* to deceive. A *statement* is any communication made in writing, *visually*, orally, or through *other* means.

This definition applies to statements made by

- an eligible school
- one of its representatives, or
- any ineligible institution, organization, or person with whom the eligible institution has an agreement to provide educational programs or to provide marketing, advertising, recruiting, or admissions services.

Misrepresentation includes the dissemination of a student endorsement or testimonial that a student gives either under duress or because the school required the student to make such an endorsement or testimonial to participate in a program.

*Substantial misrepresentation*

*Substantial misrepresentation* is defined as any misrepresentation on which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.

Substantial misrepresentations are prohibited in all forms, including those made in any advertising or promotional materials or in the marketing or sale of courses or programs of instruction offered by the institution.

**INFORMATION ABOUT PRIVATE LOANS**

A private education loan is a non-PSA loan that is made to a borrower expressly for postsecondary education expenses, regardless of whether the loan is provided through the educational institution that the student attends or directly to the borrower from the private educational lender. (See the sidebar definition on the next page for exclusions.)

**Misrepresentation**

34 CFR Subpart F  
34 CFR 668.71  
Misrepresenting educational program  
34 CFR 668.72  
Misrepresenting financial charges  
34 CFR 668.73  
Employability of graduates  
34 CFR 668.74  
Relationship with the Department of Education

**Prospective student**

Any individual who has contacted an eligible institution for the purpose of requesting information about enrolling at the institution or who has been contacted directly by the institution or indirectly through advertising about enrolling at the institution

**Sanctions**

If the Department determines that an eligible institution has engaged in substantial misrepresentation, it may

- revoke the eligible institution's program participation agreement if the institution is provisionally certified under 34 CFR 668.13(c);
- impose limitations on the institution's participation in the FSA programs if the institution is provisionally certified under 34 CFR 668.13(c);
- deny participation applications made on behalf of the institution; or
- initiate a proceeding against the eligible institution under subpart G of 34 CFR 668.