

CS-22-233

**SCHOOL AFFILIATION AGREEMENT  
BETWEEN  
FIRST COAST TECHNICAL COLLEGE  
AND  
NASSAU COUNTY, FL**

THIS AGREEMENT, ("Agreement") is made and entered into on last date of all signatures and remain effective through November 1, 2024 ("Effective Date") by and between Nassau County on behalf of the Nassau County Fire Rescue ("Rescue Unit") and First Coast Technical College ("School").

WHEREAS, the School provides an education program for Paramedics and is in need of EMS facilities for the clinical rotation and training its students; and

WHEREAS, the Rescue Unit operates an EMS facility appropriate for the clinical rotation and training of students; and

WHEREAS, the School and Rescue Unit agree that this Agreement is for the purpose of providing clinical education ("practicum") for students of School.

NOW, THEREFORE, for and in consideration mutual promises stated herein, the parties agree as follows:

**A. AGREEMENT**

1. The School will be responsible for and will directly control the practicum, while a student is assigned to the Rescue Unit.
2. The student shall be under the direct clinical guidance and supervision of the Rescue Unit preceptor to whom the student is immediately responsible.
3. The parties shall mutually agree to the number of students assigned to the Rescue Unit (1). Notwithstanding the foregoing, the Rescue Unit and the School agree and understand that the availability of student placements at the Rescue Unit during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Rescue Unit(s) may reduce the number of students eligible to participate in the practicum as soon as this information is available to Rescue Unit with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site.
4. The Rescue Unit shall retain the ultimate responsibility for patient care. Each student

is a participant in the practicum in the role of a learner and shall not replace Rescue Unit staff.

5. The School shall require its student(s) to review and observe all appropriate Rescue Unit policies, procedures, rules, and regulations. The Rescue Unit shall assist the student(s) in obtaining a thorough understanding of such policies, procedures, rules, and regulations and of the practice field utilized by their students. The School and the Rescue Unit shall strive to maintain friendly working relations and a spirit of cooperation.
6. The Rescue Unit reserves the right to terminate a student's assignment, if the aforementioned policies, procedures, rules, and regulations are not followed, or if the student or School faculty member is unacceptable to the Rescue Unit, in its sole discretion.
7. The Education Manager or his/her designee will be responsible for monitoring this Agreement.
8. The parties understand that this Agreement does not prevent or preclude the Rescue Unit from accepting other students in addition to students of the School into its clinical educational program.
9. There shall be no discrimination in the assignment or treatment of students on the basis of race, religion, sex, national origin, ancestry, age, marital status, indigence, physical or mental handicap unrelated to ability, or unfavorable discharge from Military Service.
10. The initial term of this Agreement shall be for a period of two (2) years commencing on the Effective Date. This Agreement may automatically renew for period(s) of 1 (one) year. Additionally, either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other party. In the event of termination under this Section, any student then currently assigned to Rescue Unit shall be permitted to complete their assignment to the Rescue Unit. During any renewal term, the provisions of this Agreement shall remain the same.
11. Changes in staff or curriculum affecting either party shall be subject to immediate notification of the parties involved.

**B. THE RESCUE UNIT SHALL:**

1. Provide clinical experiences necessary for the education of the student(s) to meet the mutually accepted objectives of the practicum.
2. Arrange for the student(s) to observe and/or participate in Rescue Unit conferences and classes, which may be of interest to the student(s), with prior notice and approval of the Clinical Educator or designee of the Rescue Unit.
3. Evaluate students assigned to the Rescue Unit and give students appropriate feedback on their performance.
4. Subject to the limits as set forth in Section 768.28, Florida Statutes, indemnify and hold harmless the School for any and all claims, losses, demands, actions and/or legal proceedings arising out of the negligent acts, omissions or willful misconduct of Rescue Unit, personnel, or agents and release the School from liability for any costs or fees related thereto, arising out of or in connection with said negligent acts, omissions or willful misconduct of Rescue Unit, personnel or agents. This section survives termination of this Agreement.
5. The Rescue Unit shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Rescue Unit pursuant to this Agreement.

**C. THE SCHOOL SHALL:**

1. Assume full responsibility for planning and executing the Paramedic educational program and practicum, which will include programming, administration, curriculum content, faculty administration, and the requirements for matriculation, promotion, and graduation.
2. Provide a copy of the objectives for the education experience and any required forms regarding the practicum and instructions for completion of these forms.
3. Arrange with the Rescue Unit to conduct periodic Rescue Unit/School conferences for practicum review and evaluation, and provide information regarding matters of mutual concern such as the status of the student.
4. Withdraw any student or faculty member from the Rescue Unit immediately when the student or faculty member is unacceptable to the Rescue Unit or

School for reasons of health, substandard performance or other reasonable cause.

5. Procure and maintain in full force and effect during the term of this Agreement, general and professional liability insurance resulting from the negligent acts or omissions, or willful misconduct of School, its students, faculty members, employees, or agents as set forth below. Said general and professional liability insurance shall insure against claims, demands, losses, costs, expenses, and damages (including death) or damage to persons or property arising out of or in connection with the practicum at the Rescue Unit, and this Agreement. Prior to commencement of the practicum at the Rescue Unit, the School shall provide appropriate evidence of such coverage.
  - a) Professional liability insurance shall be in the amount not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate.
  - b) General liability insurance shall be in the amount not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate.
  - c) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
  - d) Provided further, in the event required insurance coverage is not provided or is cancelled, the Rescue Unit may terminate the placement of the student.
6. Indemnify and hold harmless the Rescue Unit(s) for any and all claims, losses, demands, actions and/or legal proceedings arising out of the negligent acts, omissions or willful misconduct of School, students, personnel, or agents and release the Rescue Unit(s) from liability for any costs or fees related thereto, arising out of or in connection with said negligent acts, omissions or willful misconduct of School, students, personnel or agents. This section survives termination of this Agreement.
7. Provide evidence that student has met all requirements of current CPR certification, flu vaccination, hepatitis B vaccination, a history of chicken pox disease or proof of immunity via titer or vaccination, rubella and rubeola immunity by documented immunization or titer, Respiratory Fit Testing for N95 Respirator if assignment includes caring for patients with active TB, annual TB surveillance, and training on OSHA requirements for prevention of transmission of blood borne

pathogens, within the last 12 months.

8. Require a five panel Drug Screen on all students prior to the commencement of their initial clinical rotation, to be valid through student's rotation, unless a student takes a leave of absence from School for more than one year, in which case a Drug Screen shall be repeated. The five panel Drug Screen shall test for Amphetamines, Marijuana, Cocaine, Opiates and Phencyclidine.
9. Comply with federal and state confidentiality and privacy laws, including but not limited to the Health Insurance Portability & Accountability Act ("HIPAA") and ensure that the student understands his/her obligations under such laws. The School agrees that both during and after the term of this Agreement, it will not disclose any such confidential information to any third person, company, corporation or other organization.
10. Ensure each student executes the Rescue Unit(s) Acknowledgement for Confidential Information & Protected Health Information Access form upon orientation to the Rescue Unit.
11. Report illness or injury of any student immediately to the appropriate designated Rescue Unit(s) supervisor. A detailed report of any incident will be made on the official incident form of the Rescue Unit. Such forms shall be completed within a reasonable period of time as required by Rescue Unit policies and procedures.
12. Prior to School assigning a student to engage in practicum experiences at the Rescue Unit, the School shall undertake (personally or through a third party) a Florida Department of Law Enforcement Level 2 criminal background check on the student as provided under F.S. 435.04.
13. The School shall not designate a student who has been indicted, found guilty of, or entered a plea of nolo contendere or guilty to, an offense identified in F.S. 435.04(2)(a) - (yy), and/or an act that constitutes domestic violence as defined in F.S. 741.28.
14. Ensure that the student understands and agrees to abide by the requirements of Section D below.

**D. THE STUDENT SHALL:**

1. Exert every effort to maintain personal health during practicum and adhere to such personal health requirements as may be set by the Rescue Unit.

2. Be responsible for his/her own medical care. Should any student become ill or injured, first aid is available in the Emergency Department. The student will assume all charges incurred. The Rescue Unit assumes no Worker's Compensation liability.
3. Observe all Rescue Unit policies, procedures, rules, and regulations, including, but not limited to, 64 J Standards.
4. Maintain the confidentiality of all Hospital and patient information, in accordance with all applicable state and federal laws, and observe Hospital policies and procedures with respect to medical records and confidentiality, including participating in required training regarding patient privacy rights under HIPAA.
5. Pay transportation costs, meals and other personal incidental costs during the practicum.
6. Physically report to the Rescue Unit and all other assignments in accordance with schedule given.
7. Obtain prior written approval of the Rescue Unit and the School before publishing any material relating to the clinical learning experience or practicum.

**E. MISCELLANEOUS**

1. Nothing herein shall be deemed to create any association, partnership, joint venture, or principal-agency relationship between School and Rescue Unit, or between student and Rescue Unit agency.
2. Any communication or notices provided for herein shall be sent in writing to the School and the EMS agency at the addresses shown below, or any other addresses specified in writing by the parties.

**SCHOOL:**

First Coast Technical College  
 2980 Collins Avenue  
 St. Augustine, FL 32084  
 Attn: Chris Force, School Principal

**RESCUE UNIT:**

Nassau County Fire Rescue  
 96160 Nassau Place  
 Yulee, FL 32097  
 Attn: Greg Roland, Assistant Chief

3. No change, amendment, or modifications of this Agreement shall be valid unless

the same shall be in writing and signed by each of the parties.

4. Neither party may assign this Agreement or the duties and responsibilities contained herein, without the written consent of the nonassigning party.
5. 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 instrument.
6. No waiver shall be effective unless in writing, signed by the party charged. A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.
7. This Agreement, together with all exhibits attached hereto, constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreement or promise relating to the subject matter of this Agreement which is not contained herein shall be binding.
8. This Agreement shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. Any controversies under this Agreement shall be decided in a court of competent jurisdiction in the County of Nassau, Florida.
9. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he is signing.

**(SIGNATURE PAGE FOLLOWS)**

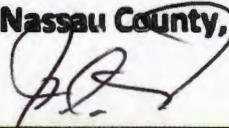
**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

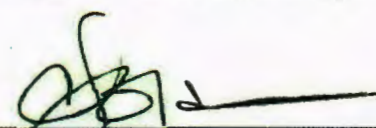
**RESCUE UNIT:**

**SCHOOL:**

**Board of County Commissioners  
Nassau County, Florida**

**First Coast Technical College**

  
\_\_\_\_\_

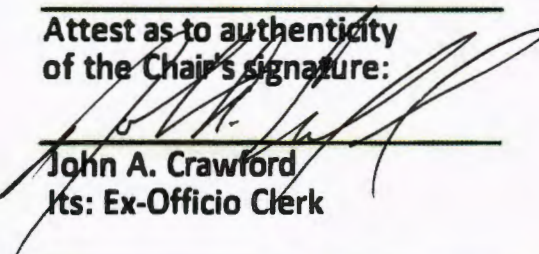
  
\_\_\_\_\_

**Klynt Farmer  
Its: Chairman**

**Signature**

**Attest as to authenticity  
of the Chair's signature:**

C. Force  
\_\_\_\_\_

  
\_\_\_\_\_

**Print Name**

Principal  
\_\_\_\_\_

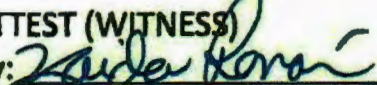
**John A. Crawford  
Its: Ex-Officio Clerk**

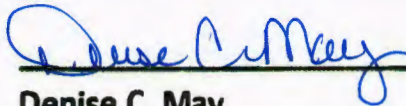
**Title**

2/8/23  
\_\_\_\_\_

**Date**

**Approved as to form and  
legality by the Nassau County  
Attorney**

**ATTEST (WITNESS)**  
By:   
\_\_\_\_\_

  
\_\_\_\_\_

**Print Name: ZAIDA ROMAN**

6-12-23  
\_\_\_\_\_

**Title: EXECUTIVE SECRETARY**

**Date**