

**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA GATEWAY COLLEGE
AND
NASSAU COUNTY**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into by and between Florida Gateway College (hereinafter referred to as "COLLEGE"), a political subdivision of the State of Florida, whose address is 149 SE College Place; Lake City, FL, 32025, and Nassau County through the Nassau County Fire Rescue Department (hereinafter referred to as the "AGENCY"), whose address is 96160 Nassau Place; Yulee, FL 32097. COLLEGE and AGENCY are hereinafter collectively referred to as "PARTY" or "PARTIES".

WITNESSETH

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

WHEREAS, COLLEGE desires its students obtain clinical laboratory experience; and

WHEREAS, AGENCY desires to cooperate with COLLEGE in implementing the above stated objective.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES, by their duly constituted and authorized officers, hereby agree as follows:

A. PURPOSE:

Students enrolled in the named program herein and the faculty of COLLEGE may use the various departments of AGENCY for clinical laboratory practice. The number of students and the specific dates when COLLEGE's students will be utilizing the various departmental facilities of 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 shall be planned by COLLEGE faculty in cooperation with AGENCY.

B. RESPONSIBILITIES/RIGHTS OF AGENCY:

1. AGENCY shall 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 COLLEGE.
2. Students shall be selected for the program by COLLEGE and under the program, shall not exceed the teaching capabilities of AGENCY.
3. AGENCY shall provide opportunities for observation and practice experience in the laboratory, and in selected departments of AGENCY. Student shall be permitted practice experience only after the instructor has verified the student's capability.
4. AGENCY shall make available to COLLEGE's faculty and students the use of its facilities the same as to its own personnel.
5. AGENCY shall make available, whenever possible, to COLLEGE's faculty and students its facilities and services in the planned learning experiences of the aforementioned program.

6. AGENCY shall provide conference and meeting rooms as required or needed, when available, and not being used for other purposes by AGENCY.
 7. AGENCY shall include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the program.
 8. AGENCY agrees to provide access to faculty and students for emergency medical care in case of illness or accidents incurred while on duty in 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 PARTIES to this AGREEMENT.
 10. AGENCY shall assume responsibility for the supervision of assigned program students during the performance of clinical practice. AGENCY will provide direct supervision of students.
 11. AGENCY shall 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 AGENCY.
 13. 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. COLLEGE agrees to maintain discipline among students and faculty.
- C. **RESPONSIBILITIES/RIGHTS OF COLLEGE:**
1. COLLEGE shall use proper AGENCY channels to make plans for observation and practice experience.
 2. COLLEGE shall comply with current policies and procedures of AGENCY, including all applicable legislation and regulation.
 3. COLLEGE shall maintain standards of the program recommended and prescribed by all governing bodies and accrediting agencies regulating the program
 4. Faculty members shall attend orientation to AGENCY.
 5. COLLEGE shall comply with and require, if necessary, physical examination, chest X-rays and certain immunizations as deemed necessary by AGENCY or other such authority relative to the program prior to entrance upon premises under the program.
 6. COLLEGE shall employ qualified employees in the program as administrators and instructors. COLLEGE agrees to the responsibilities of interpreting the objectives of the program to the students, consulting with administrative personnel of AGENCY in advance about use of the various facilities.
 7. COLLEGE shall be responsible for the educational supervision of students in the program.
 8. Students shall be selected for the program by COLLEGE and program classes shall not exceed the teaching capabilities of AGENCY.
 9. COLLEGE shall maintain individual records of classes and practicum student competency and health.

10. COLLEGE shall maintain strict confidentiality regarding all patient-centered information.
11. COLLEGE shall prepare any rotational plans for services to be used for experiences and to secure the approval of this plan from AGENCY prior to commencement of educational program under the facilities. Major changes in the plan shall not be effective until such time as they have been approved by AGENCY.
12. COLLEGE shall provide a FDLE criminal background check on each student prior to assignment at facility.

D. RESPONSIBILITIES/RIGHTS OF 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 PARTIES.
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 PARTIES.
7. Students will provide timely notification of impending tardiness and/or absence to the appropriate staff of PARTIES.
8. Students will provide written/oral assignments, presentations or reports as directed and assigned by PARTIES 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 AGENCY.

E. **TERM:**

This AGREEMENT shall begin upon full execution and shall end at 11:59 P.M. on June 30, 2025. In the event PARTIES sign this AGREEMENT on different dates, the latter date shall be the effective date. Unless sooner terminated as provided in Section G, of this AGREEMENT, the term of this AGREEMENT shall be for three (3) years.

F. **RENEWAL:**

The PARTIES may renew this AGREEMENT upon the same terms and conditions, the duration(s) of which may not exceed the term of the original AGREEMENT for up to three (3) terms, or nine (9) years, whichever is longer. Exercise of the renewal option is at the discretion of the PARTIES and shall be contingent, at a minimum, upon satisfactory performance, subject to all other factors deemed relevant by all PARTIES. Each PARTY is responsible for its renewal cost under this AGREEMENT.

G. **TERMINATION:**

Either PARTY may terminate this AGREEMENT for convenience, in whole or in part, with or without cause, for its own convenience, and without additional cost to the other PARTY, by giving no less than sixty (60) calendar day's written notice, unless both PARTIES mutually agree in writing to a different notice period. Each PARTY shall be operating in a state of compliance with the terms and conditions of the AGREEMENT at the time the notice is issued and shall remain compliant for the duration of the performance period.

H. **MODIFICATIONS:**

Modifications or amendments to the provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all PARTIES observing all the formalities of the original AGREEMENT. Changes to the contacts will be provided to the other PARTY in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.

I. **INSURANCE:**

1. PARTIES shall maintain, if applicable, the following types of insurance listed herein during the entire period of this AGREEMENT and submit proof of maintenance prior to the delivery of service, and annually thereafter. PARTIES shall provide notice to the other PARTY at least thirty (30) calendar days prior to any material changes in the provisions or cancellation of their policy.
 - i. **Commercial General Liability** coverage in the amount of \$200,000.00 per occurrence and \$300,000.00 annual policy aggregate.
 - ii. **Student Professional Liability** coverage in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 annual policy aggregate.
 - iii. **Worker's Compensation** as required by Florida Statute, PARTIES shall obtain and maintain, at its expense, workers' compensation insurance for their own employees.
2. This AGREEMENT shall not limit the types of insurance PARTIES may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by PARTIES shall not be interpreted as limiting either PARTY'S liability or obligations under the MOU. All insurance shall be in effect before commencement of services under this MOU.

J. GENERAL TERMS & CONDITIONS:**1. ENTIRETY OF AGREEMENT**

This AGREEMENT represents the entire and integrated agreement between the PARTIES and supersedes all prior negotiations, representations, and agreements, whether written or oral.

2. REFERENCES

The references listed below are included in this AGREEMENT for convenience only and do not change, modify, or limit any right or obligation of this AGREEMENT and any applicable local, state, or federal laws, rules, regulations, and codes.

3. NOTICE

All notices shall be in writing and shall be deemed given if delivered personally, emailed (read receipt requested), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the PARTIES at the addresses herein to this AGREEMENT (or at such other address for a PARTY as shall be specified by like notice).

4. SERVABILITY

Should a court deem any provision of this AGREEMENT void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

S. RELATIONSHIP OF PARTIES

The PARTIES are independent and will have no right to assume or create any obligational responsibility on behalf of the other PARTY. Neither PARTY shall hold itself out as an agent of the other PARTY. This AGREEMENT will not be construed to create or imply any relationship of agent, partnership, servant, employee, agency, joint venture, or other formal business entity of any kind between the PARTIES and their employees, or agents, but rather is an agreement by and between the two independent contractors. AGENCY and its employees shall not be entitled to compensation from COLLEGE for services or actions of benefit to COLLEGE which are part of or related to this educational program. Neither PARTY shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this AGREEMENT.

6. INDEMNIFICATION

Pursuant to Chapter 768.28, Florida Statute, as amended, PARTIES agree it and any of its employees, agents or subcontractors are agents and not employees of the other while acting within the scope of their duties and responsibilities to be performed under this AGREEMENT. Each PARTY further agrees to indemnify, defend, and hold the other party harmless from all claims, demands, costs, liabilities, losses, expenses, and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a breach by the indemnifying PARTY of any of its warranties and covenants set forth herein, up to the limits of sovereign immunity as set forth in Florida law. Each PARTY is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor, and subcontractors. Nothing herein shall be construed as an indemnity, or a waiver of sovereign immunity enjoyed by any PARTY hereto pursuant to Section 768.28, Florida Statutes.

7. WAIVER

No delay or failure by either PARTY to exercise any right or remedy under this AGREEMENT will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an

authorized representative of the PARTY waiving its rights. A waiver by any PARTY of any breach or covenant shall not be construed as a waiver of any succeeding breach or any other covenant.

8. GOVERNING AUTHORITY

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 laws. Each provision of this AGREEMENT shall be interpreted to be effective and valid under applicable law. If any provision of this AGREEMENT shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this AGREEMENT shall remain fully effective and valid. Venue for any legal, administrative, or other proceeding regarding this AGREEMENT shall be in Nassau County, Florida.

9. ENVIRONMENTAL PROTECTION

It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this AGREEMENT shall be procured in accordance with the provision of Chapter 403.7065, Florida Statute, as amended. PARTIES shall comply with Rule 62-730.160, Florida Administrative Code, as amended, regarding the production and handling of any hazardous waste generated under this AGREEMENT.

10. PUBLIC RECORDS ACCESS

- i. PARTIES agree to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011, Florida Statute, as amended. All said documents made or received by PARTIES in conjunction with this AGREEMENT shall be made available, except those public records which are made confidential by law must be protected from disclosure. It is expressly understood that PARTIES failure to comply with this provision shall constitute an immediate breach of contract for which either PARTY may unilaterally terminate this AGREEMENT.
- ii. The following statement is required pursuant to Chapter 119.0701(2)(a), Florida Statute, as amended:
- iii. **IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FLORIDA GATEWAY COLLEGE: CASSANDRA BUCKLES, 149 SE COLLEGE PLACE; LAKE CITY, FL 32025-2007; (386) 754-4313; CASSANDRA.BUCKLES@FGC.EDU**

11. RECORDS RETENTION

PARTIES shall maintain records, and documents (including electronic storage media) which related to the performance of service under this AGREEMENT, or from the date an audit report is issued, for a minimum of five (5) years in accordance with Chapters 119, 120, 257, 283, and 286 Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dlis.dos.state.fl.us/recordsmqmt>. PARTIES shall maintain records, in a secure location with access limited to authorized staff.

12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

PARTIES shall abide by the requirements of 41 CFR §§60.1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require PARTIES take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

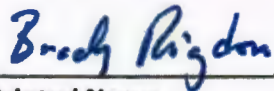
[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the PARTIES hereto have caused this AGREEMENT to be executed on the days and dates set out below, by their undersigned officials as duly authorized and hereby agreed to the terms and conditions of this AGREEMENT as set forth herein.

NASSAU COUNTY FIRE RESCUE



Fire Chief

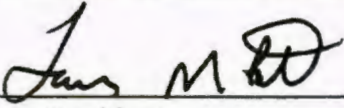


Printed Name

5-17-23

Date

FLORIDA GATEWAY COLLEGE



President

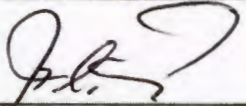
Dr. Lawrence Barrett

Printed Name

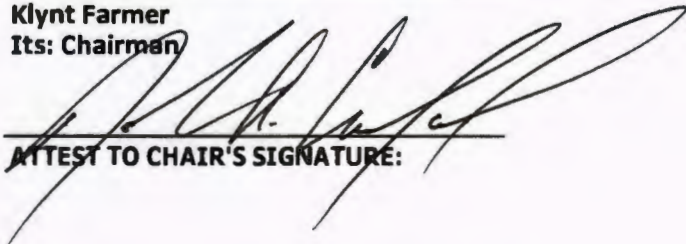
10/14/22

Date

**NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS**

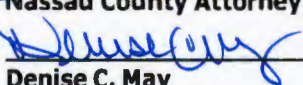


Klynt Farmer
Its: Chairman



ATTEST TO CHAIR'S SIGNATURE:

John A. Crawford
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney


Denise C. May

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

**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 / NCFR
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