AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2007, between LEON COUNTY, FLORIDA, (hereinafter referred to as the "County") and the NORTH FLORIDA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES (hereinafter referred to as the "BOARD").

WITNESSETH

WHEREAS, the COUNTY provides emergency medical services within the jurisdictional boundaries of Leon County, in accordance with Florida Statutes; and

WHEREAS, the President of North Florida Community College has recommended to the Board that an EMS Technology Program (hereinafter referred to as the "Program"), be established by the Board for the purpose of preparing emergency medical technician and paramedic students from North Florida Community College, and that the Program contains certain ambulance-based learning experiences required for State certification and the national accreditation of the Program, and that some phases of this specialized training be implemented and take place with the County; and

WHEREAS, the Board wishes to implement in full the recommendations of the President of North Florida Community College for the appropriate course content and proper instructional and practical experiences; and

WHEREAS, the County desires that selected EMT and paramedic training and clinical experiences occur within the vehicles and facilities of the County under its professional supervision.

NOW, THEREFORE, in consideration of the mutual agreements of the parties as hereinafter set forth, it is agreed as follows:

1. The County agrees to permit selected specialized clinical and field-internship training of students enrolled in the Board EMS programs by providing a clinical environment for students to observe and practice hands-on patient care through the cooperation and assistance of County EMT's, paramedics and other employees with the faculty/staff-employees of the Board in the following manner and subject to the following conditions:

    A. Program guidelines developed by the Board shall be provided to and approved by the County before any Board students may be permitted access to County EMS facilities.

B. The County agrees to the use of Program guidelines, which the Board faculty member, the Program Medical Director, and the Program Clinical/Coordinator will develop and coordinate with the involved County supervisors. The Program guidelines may require modification from time to time to parallel the upgrading of the EMT and paramedic training to ensure quality in the training and to meet State certification and national accreditation requirements. The County will make a reasonable effort to accommodate changing Program guidelines and accreditation requirements when such guidelines and requirements are not inconsistent with the policies, practices, goals and objectives of the County EMS service. Any changes to the Program guidelines shall be approved by the County prior to implementation.

C. The Board students will have the opportunity to ride in the emergency vehicles and provide patient care, under direct supervision of a County EMS EMT or paramedic preceptor and shall not be in the patient compartment alone during patient transport and shall not be used to meet staffing requirements.

D. The Board students shall have access to the same personal protective equipment as County employees during the clinical rotations.

E. The County shall provide to the school, a policy for notifying the Program about Board students who are exposed to infectious diseases while on clinical assignment. The Board shall be responsible for notifying the student.

F. The County will be responsible for making available first aid and emergency department care for any student injured while on clinical assignment. Charges for services rendered shall be the sole responsibility of the student. All follow-up or on-going care shall be the responsibility of the individual Board student.

G. The County, upon the recommendation and advice of the Board, shall adopt and implement guidelines regarding Board students, to include but not be limited to:

1) Selection process of paramedic student preceptors
2) Scheduling of student clinical shifts
3) Student dress code

H. The County, at its sole discretion, may allow Board faculty and staff to ride shifts in the emergency vehicles.

2. The Board shall appoint a physician to serve as EMS Technology Program Medical Director. The Program Medical Director shall approve the medical content of the Program.

3. The County EMS Medical Director and the Board EMS Program Medical Director shall formulate and agree upon Board student practices to be permitted during clinical rotations, provided all guidelines, as adopted pursuant to Section 1G above, are fully complied with.

4. The Board agrees that each Board student, prior to participating in the clinical training, shall have, on file, proof of the following:

   A. A physical exam with immunizations.
   B. A level II criminal background check.
   C. Board liability and incident insurance acceptable to the County.
   D. Signed "Assumption of Risk", and "Confidentiality Agreement".

5. The County shall adopt upon the recommendation and advice of the Board a policy for the removal of any Board faculty, employee or student from any EMS vehicles or County facilities. This policy shall, at a minimum, consist of reasons for removal and procedures for notification of Program administrative personnel.

6. The Board agrees and recognizes that the County may at any time require the withdrawal of any Board faculty, employee or student from any EMS vehicles or County facilities whose conduct or work with patients or County personnel is not in full accord with the County's rules and regulations or standards of performance. The Board shall immediately comply with such request. If time or circumstances permit, such requests by the County shall be made in writing to the Board, and shall include the reasons for the requested withdrawal, otherwise the County may take any action it deems appropriate and necessary in this regard.

7. The County and Board expressly agree that all Board faculty and employees under this Agreement shall remain agents or employees of the Board and shall not at any time during the term of the Agreement be deemed to be the personnel, employees, or agents of the County.

8. The County and Board agree that all Board students shall remain students of the North Florida Community College and shall not at any time during the term of this Agreement be deemed to be the personnel, employees or agents of the County or Board. Furthermore, no student shall be subject to call or be considered County staff while participating in clinical training.

9. The County and Board agree that they will never act, or represent that they are acting, as agents of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.

10. <u>Insurance</u>

   A. The Board agrees that it will be solely responsible for all salaries and costs of its own personnel, agents, and employees. The Board shall provide annual proof of

professional liability insurance coverage in an amount not less than $1,000,000 per occurrence and $3,000,000 annual aggregate covering Board students, faculty, clinical coordinator, and medical director. The County shall be listed as an insured party on the Certificate of Insurance.

B. The Board agrees to provide Worker's Compensation coverage for all of its employees which meets Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee.

11. Consistent with the provisions of §768.28, Florida Statutes, and without waiving its rights thereunder, the Board expressly acknowledges its material and financial responsibility for the acts or omissions and the consequences of the acts or omissions of its students, instructors, employees, agents and personnel. Cost of litigation and expenses arising from such situations shall be borne by the Board.

12. The Board shall carry out its obligations under this Agreement in full compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA"), to protect the privacy of any personally identifiable Protected Health Information ("PHI") that is collected, processed or learned as a result of the Program contemplated under this Agreement. In conformity therewith, the Board agrees that it will:

A. Not use or further disclose PHI except as permitted under this Agreement or as required by law;

B. Use appropriate safeguards to prevent user disclosure of PHI except as permitted by this Agreement;

C. Mitigate, to the extent practical, any harmful effect that is known to the Board of use or disclosure of PHI by the Board in violation of this Agreement;

D. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the Board becomes aware;

E. Ensure that any agents, employees or instructors to whom the Board provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Board with respect to such PHI under this Agreement;

F. Make PHI available to the County and to the individual as a right of access as required under HIPAA within 30 days of the request by the County regarding the individual;

G. Incorporate any amendments to PHI when notified to do so by the County;

H. Provide an accounting of all users or disclosures of PHI made by the Board as required under HIPAA privacy rule within 60 days;

I. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Board's and the County's compliance with HIPAA; and at the termination of this Agreement, return or destroy all PHI received from, or created or received by the Board on behalf of the County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

J. Notwithstanding any of the other provisions of this Agreement, the Agreement may be terminated by the County if the Board has violated a term or provision of this Section 12 pertaining to the Board's material obligations under HIPAA privacy rules, or if the Board engages in conduct which would, if committed by the County, result in a violation of the HIPAA privacy rule by the County.

K. Return or Destruction of Health Information: Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Board, if feasible, shall return to Leon County or destroy all PHI and all health information, in whatever form or medium, including any electronic media under the Board's custody or control or which the Board received from or on behalf of Leon County, including any copies of any health information or compilation derived from and showing an identification of such PHI or such health information. The Board shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, the Board shall certify under oath in writing to the County such return or destruction has been completed or, if return or destruction is not feasible or lawful, a written justification explaining why such PHI could not be returned or destroyed.

L. Continuing Obligations: The Board's obligation to protect PHI and health information received from or on behalf of the County or any other source shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.

M. Response to Subpoenas: In the event that the Board receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to any unauthorized use or disclosure of PHI or any failure in the Board's security measures, the Board shall promptly forward a copy of such subpoena, notice or request to the County and afford the County the opportunity to be part of the decision making with regard to the subpoena, including, but not limited to, responding to the subpoena.

13. The County and Board agree that this Agreement may be cancelled at any time by either party hereto, with or without cause upon ninety (90) days prior written notice to the other

party to be effective at the completion of the clinical experience of the ongoing classes. No new class will start during the ninety (90) day period.

14. This Agreement shall remain in effect from January 1, 2007 through September 30, 2007, and then be subject to annual renewal (October 1 through September 30) upon the mutual consent of both parties.

15. No alteration, modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 17 day of mar, 2007 at Tallahassee, Leon County, Florida.

THE DISTRICT BOARD OF TRUSTEES OF
NORTH FLORIDA COMMUNITY COLLEGE

WITNESS: Cindy M. Gaylord

WITNESS: Tammy Horne

BY: _____
John Maultsby, Jr.
Chairman

LEON COUNTY, FLORIDA

BY: _____
C.E. DePuy, Jr., Chairman
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of Circuit Court

BY: _____

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

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