

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole Community College Educational Services Agreement for  
Emergency Medical Services Program

**DEPARTMENT:** Public Safety **DIVISION:** EMS/Fire/Rescue

**AUTHORIZED BY:** Ken Roberts **CONTACT:** Leeanna Raw **EXT.** 5002

Agenda Date <u>5/9/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Agreement between Seminole County and Seminole Community College for Educational Services for their Emergency Medical Services Program.

(Leeanna Raw, Fire Chief)

**BACKGROUND:**

For a number of years, Seminole County and the Seminole Community College have been under agreement to allow SCC students to ride with the EMS/Fire/Rescue Division's rescue units to obtain clinical hours required by the College's EMS Program. The previous agreement has expired. The currently proposed agreement has been updated and reviewed by attorneys for both parties.

The purpose of the agreement is for students to obtain hours of clinical observation, instruction, training, and on the job experiences to further their education in their related fields of study.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>-CPSF01</u>

**EDUCATIONAL SERVICES AGREEMENT  
EMERGENCY MEDICAL SERVICES PROGRAM**

THIS AGREEMENT made and entered into this day, \_\_\_\_\_, 2006, by and between **THE DISTRICT BOARD OF TRUSTEES OF SEMINOLE COMMUNITY COLLEGE**, having its principal facility at 100 Weldon Boulevard, Sanford, Florida 32773-6199, hereinafter referred to as the "Board" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "County".

**WITNESSETH:**

WHEREAS, the BOARD operates a community learning center in Seminole County under the name of Seminole Community College; and

WHEREAS, the COUNTY operates a facility suitable for clinical (on the job) training of specified areas of instruction conducted by the BOARD, and

WHEREAS, the Board desires to utilize the COUNTY's facility, equipment and where appropriate, and allowable, personnel to conduct student training.

**ARTICLE I**

**Agreement Specifications**

(a) Orientation shall consist of observing, assisting and other such duties as may be expected of new employees.

(b) Training shall be conducted under supervision and by terms set forth elsewhere in this agreement.

(c) Training and/or supervisory policies and procedures which are exceptions to Article I of this agreement shall appear in the appendices herein.

(d) It is understood that individuals entering occupational education programs offered by the Board do so on a voluntary basis and with a primary purpose of furthering their education within the related fields of study.

(e) It is understood that the Board assumes full responsibility for the education of its students.

(f) It is understood that each student assigned to the clinical site shall have completed the appropriate course work, as well as the OSHA educational training program on bloodborne pathogens and HIV, CPR certification, and all other necessary immunizations, including but not limited to Hepatitis B vaccine, PPD, and tetanus.

(g) The COUNTY agrees to structure experiences as needed to meet the mutually accepted objectives of the clinical experiences.

## ARTICLE II

### **Representations and Warranties by the BOARD**

The BOARD warrants and represents the following:

- (a) That minimum educational admission standards will be established which are consistent with the appropriate accrediting or program approval agency, and that where accrediting and approval agencies for special educational programs do not exist, minimum educational standards shall be developed by the BOARD'S program chairperson and/or director, staff, and special program advisory committee.
- (b) That the Academic Coordinator of Clinical Education (ACCE) will coordinate student practicums with the COUNTY.
- (c) That duly enrolled students shall be accepted for educational training experiences with the understanding that the maximum number of students assigned to the COUNTY'S departments shall not exceed the capacity determined by the COUNTY at its sole discretion.
- (d) That the BOARD'S coordinator, educational chairperson or director will furnish a written and planned sequence of services and learning competencies specified in the Board's program curriculum.
- (e) That any special provision, policies or accrediting agency requirements for educational programs shall be set forth, in writing, within the appendices of this Agreement.
- (f) That the BOARD, subject to the limitations of section 768.28, Florida Statutes, and decisions thereunder, shall be responsible for any claims, liabilities, or damages directed against the BOARD as the resulting of the negligent acts or omissions of the BOARD, its officers, employees or agents. Nothing herein is intended to nor shall it be construed to be a waiver of sovereign immunity by the BOARD, nor shall it be construed as consent by the BOARD to be sued by third parties in any matter arising out of this agreement. In addition, the BOARD shall take out and maintain during the term of this agreement professional liability insurance to cover students and faculty services to the COUNTY at all locations and facilities, in amounts not less than \$ One million per incident/\$ Three million aggregate. The BOARD shall submit certificates of insurance for the above described insurance coverage at the time the BOARD signs this agreement, and of any renewals thereafter, with the provision that the COUNTY will receive no less than thirty (30) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage.

### ARTICLE III

#### **Representations and Warranties by the COUNTY**

The COUNTY warrants and represents the following:

- (a) That clinical/laboratory (on-the-job) training experiences for Emergency Medical Services students will be provided for each student officially enrolled and accepted to the educational program of the BOARD.
- (b) That the COUNTY agrees to abide by the following BOARD'S student personnel policies:
- (1) That students who are scheduled for training shall be scheduled within the hours and days as agreed from time to time between the COUNTY and the BOARD'S coordinator.
  - (2) That students will wear appropriate clothing which has been adopted by the COUNTY and the BOARD when on duty, if special type clothing is required.
  - (3) That students will be allowed to make up COUNTY training time which may be lost because of unavoidable absence, as determined by the ACCE and the COUNTY, and that make-up time shall enable aforementioned students to complete the required program COUNTY training hours in each identified service area.
  - (4) The final grade for all of the clinical experiences will be given by the ACCE. The grade is determined after the ACCE reviews all required documentation from the COUNTY, and student. Each course syllabus outlines the grade requirements.
- (c) That the ACCE shall be granted access to the COUNTY'S facility where students have been assigned for training purposes and that the purpose shall be to monitor and evaluate the student's training activity and program of instruction.
- (d) That supervised COUNTY training experiences in all phases of the profession shall be permitted as it applies to the COUNTY'S employee job assignment and the BOARD'S program curriculum, and the orientation, training, and experience the students have received.
- (e) That the ACCE and faculty shall, when possible, be included in the COUNTY'S departmental meeting when policies, work procedures or actions to be discussed will affect and/or relate to the student's COUNTY'S training schedule.
- (f) That the COUNTY, subject to the limitations of Section 768.28, Florida Statutes, and decisions thereunder, shall be responsible for any claims, liabilities or damages directed against the COUNTY resulting from the alleged negligent acts or omissions of the COUNTY, its officers, employees or agents. Nothing herein shall be construed as a waiver of the COUNTY'S sovereign immunity or as consent by the COUNTY to be sued by third parties in any matter arising out of this agreement. The COUNTY agrees to maintain during the term of this agreement professional liability insurance of not less than \$100,000 for individual liability and \$200,000 for group liability. The County agrees to present proof of said coverage to the Board upon request.

## ARTICLE IV

### Miscellaneous

The BOARD and COUNTY warrant and represent the following:

- (a) That illness, injury or absence of any student shall be reported immediately by the student to the appropriate designated COUNTY representative and the BOARD'S instructor, and that a detailed report of any accident will be made on the official accident form of the BOARD and on the official incident/accident form of the COUNTY, and that said accident and/or incident forms shall be completed within a reasonable period of time as required by the COUNTY and the BOARD and that said accident and/or incident/accident forms shall be placed in the BOARD'S record, and that a copy of accident and/or incident accident forms shall be forwarded by the BOARD'S instructor to the COUNTY'S representative for their records, if required.
- (b) Upon the request of the COUNTY, the BOARD will immediately withdraw from the COUNTY'S facility any student whose work performance, or personal conduct, in the opinion of the COUNTY, is having a detrimental or disruptive effect upon the normal operation of the departments or personnel of the COUNTY, or constitutes a risk to patient care of safety.
- (c) That the COUNTY reserves the exclusive right and accepts the responsibility to refuse any student agency training privilege in its facility or in any specified department who has previously been withdrawn by the BOARD at the COUNTY'S request, or who has been legally dismissed as an employee of the COUNTY for reasons which make acceptance as a COUNTY affiliate inadvisable in the opinion of the COUNTY.
- (d) That the BOARD may likewise withdraw any student whose progress, personal conduct or work adjustment does not meet the minimum standards set forth by the BOARD for continuation in the enrolled educational program.
- (e) That final action which may be taken regarding a student rests with the BOARD.
- (f) That the BOARD and COUNTY may withdraw from this agreement by delivering written notice of such a decision not less than thirty (30) calendar days in advance of such withdrawal, and that where the COUNTY chooses to withdrawal a training facility, the COUNTY agrees that students presently enrolled and receiving COUNTY training will be allowed to complete their scheduled COUNTY training program even though the time required may exceed the thirty (30) day period.
- (g) That the COUNTY will provide medical assistance (if available) upon the student becoming ill or injured, at the student's expense.
- (h) That the COUNTY will provide adequate classroom and conference room space and library facilities for the use of the available instructional materials when applicable.
- (i) That the COUNTY have the ultimately responsibility for the patient.
- (j) That the BOARD will provide the COUNTY a copy of clinical instructor's professional license upon request.

(j) That the BOARD will provide the COUNTY a copy of clinical instructor's professional license upon request.

(k) That the BOARD and COUNTY agree that there will be no distinction in regard to placement or treatment of students because of race, sex, color, creed, age, national origin, religion, marital status, disability or handicap and agree to adhere to the provisions of Federal and State Laws regarding discrimination.

(l) This agreement shall governed by the laws of the State of Florida. Venue for any actions or proceedings relating to this agreement shall be in Seminole County, Florida.

**ARTICLE V**

**Modifications, Addenda, and Term**

(a) That this Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

(b) That this instrument contains the entire general agreement and any special provisions within the appendices, for the respective parties with regard to the COUNTY training activities contemplated herein, and no representations, statements or agreements have been made between the parties or their employees which are not specified in this Agreement. This Agreement may not be changed, amended or modified except in a writing signed by both parties.

(c) That this Agreement shall take effect as of February 15, 2006 notwithstanding the date it is executed by the parties.

(d) This Agreement shall be in effect until mutually cancelled or until either party withdraws, as specified elsewhere in the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**ATTEST:**

**Seminole Community College**

*Linda D. Cowels*  
Witness

BY: *E. Ann McGee* 1/18/06  
E. Ann McGee, President (Date)

(CORPORATE SEAL)

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
Maryanne Morse  
Clerk to the Board of County Commissioners  
of Seminole County, Florida.

**BY:** \_\_\_\_\_  
Carlton Henley, Chairman

**Date:** \_\_\_\_\_

For the use and reliance of Seminole County  
Only. Approved as to form and legal sufficiency.

As authorized for execution by the Board of  
County Commissioners at their \_\_\_\_\_,  
20 \_\_\_\_\_, regular meeting.

\_\_\_\_\_  
County Attorney

## APPENDIX I

The students of Seminole Community College's Emergency Medical Services programs will be involved in the following learning activities while under the direct supervision of the Agency's designee.

EMT Students will be involved in the following activities:

1. Patient Assessment
2. Patient Stabilization including:
  - a. Bandaging
  - b. Extremity immobilization
  - c. CPR
  - d. Basic Airway maintenance
  - e. Stretcher handling
  - f. Psychological first aid and crisis intervention
  - g. O.B. delivery
  - h. Cervical and Spinal Immobilization
  - I. Basic wound and burn care
3. Patient Transportation
  - a. Excluding all driving of any city/county vehicle.

Paramedic Students will be involved in all of the activities designated for the EMT student and the following additional activities:

1. ECG interpretation (Single and 12 lead).
2. Defibrillation, Cardioversion, and Transcutaneous Pacing
3. Additional Patient stabilization techniques
  - a. Endotracheal Intubation
  - b. Esophageal Intubation
  - c. Pleural Decompression
  - d. Medication Administration
  - e. Establishing Intravenous access
  - f. Establishing Intraosseous access
4. Radio communications
5. Documentation

Emergency Services students will not participate in fire suppression/inspection activities where applicable.