

# City of South Daytona

## Fire Department

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3033



### MEMORANDUM

**To:** James L. Gillis, Jr., City Manager

**From:** James D. Giles, Fire Chief

**Re:** Consideration of approving an updated Affiliation Agreement between Daytona State College and the City of South Daytona to facilitate a Student Ride Along Program for potential Emergency Medical Technicians (EMTs).

**Date:** March 16, 2022

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Since 2019 our Fire Department has worked with Daytona State College as a partner for their Student Ride-Along Program. Through this program students are able to work with our highly trained EMT's and Paramedic's that are experienced in the providing emergency care to the citizens of our City. Recently Daytona State has requested a renewal of this Affiliation Agreement.

Before starting the ride-along program, students have completed the didactic portion of their instruction and have the knowledge, demonstrated the skills, and passed their didactic and skill examinations before they are released to this portion of the program.

Students will follow the rules of our Fire Department as well as the rules of the College. On medical calls they can perform assessments on patients, obtain vital signs and perform EMT level skills, such as oxygen administration to the administration of Narcan in an overdose situation to performing CPR and defibrillation in a cardiac arrest patient. When they are not on calls, the students are required to complete tasks as instructed by the College.

While in clinical they are covered under Daytona State College insurance including liability coverage. While riding clinical the on-duty instructor may visit them at the Fire Station to review skill completion check offs.

City Attorney Vose reviewed the Affiliation Agreement and did approve as to form and correctness and staff recommends approval as this is a great partnership with our local College.

**AFFILIATION AGREEMENT  
BETWEEN  
DAYTONA STATE COLLEGE  
AND CITY OF SOUTH DAYTONA**

**WHEREAS**, DAYTONA STATE COLLEGE desires to enter into an Affiliation Agreement with the CITY OF SOUTH DAYTONA, for educational purposes for the benefit of the students at Daytona State College.

**NOW, THEREFORE**, the parties agree as follows:

**I. PARTICIPATING AGENCIES**

The participating agencies in this agreement are the Daytona State College, hereinafter “College” and City of South Daytona, designated hereinafter as “Agency.”

**II. STATEMENT OF AGREEMENT BETWEEN THE PARTIES**

This is a mutual agreement between the administration of the College and the Agency to accept students from the College for supervised learning experiences in Emergency Medical Services in accordance with the provisions set forth in this agreement.

- III. This Agreement shall begin on the date of signing by President for the Board of Trustees and shall terminate three years from the date of signing, unless terminated by either party in accordance with Paragraph IX.

**IV. GENERAL PROVISIONS OF THE AGREEMENT**

- A. The education of the student shall be the primary purpose of the program.
- B. The College shall be primarily responsible for the education of the student.
- C. The Agency agrees to share in the responsibility for the education of the student(s) through cooperation and assistance by its staff with the faculty of the College and in the guidance and supervision of students.
- D. The Faculty of the College shall be responsible for selecting learning experiences for the student(s) with the assistance and cooperation of the Agency personnel who are directly involved.

- E. The College agrees to comply with the established policies and practices of the Agency as long as said practices and policies are in compliance with applicable State and Federal laws.
- F. The Agency agrees to allow students and faculty to use the facilities provided for personnel, as appropriate, for teaching and learning.

V. **THE COLLEGE'S RESPONSIBILITY**

- A. To maintain standards and to employ qualified professional personnel as stated in the Rules and Regulations of Department of Education.
- B. The College faculty shall be responsible for:
  - 1. Selecting rotation assignments and learning experiences in cooperation with the Agency personnel responsible for the particular area of training.
  - 2. Planning for concurrent related instruction (informal and formal classroom) as needed to meet the objective of the program.
  - 3. Maintaining individual records of class and work instruction, evaluation of student competency, and health.
  - 4. Preparing a schedule for services to be used for experience and securing the approval of the plan from the appropriate Department Chairperson and submitted to the Agency prior to the beginning of the experience. Before any major changes are made in the plan, they will be discussed and approved by the Department Chairperson and Administrator of said Agency.
  - 5. Preparing each term for the learning experiences of the students. Any scheduling and facilities or sites to be utilized will be planned cooperatively by the faculty of the College and staff of the Agency.
  - 6. Utilizing proper channels and personnel in the planning and conducting of the learning experiences for the students.
  - 7. Allowing adequate time for student orientation or other requirements of the agency.
- C. The College is a participant in the Florida Community College Risk Management Consortium.

## **VI. THE AGENCY'S RESPONSIBILITY**

- A. To make available to faculty and student's institutional facilities, equipment and services, as appropriate, for planned learning experience.
- B. To assist the instructor to see that the students follow the assigned schedule and that they complete the required number of procedures within the allotted time unless otherwise agreed upon by the Agency and the College.
- C. To assist the instructor to see that students are performing those procedures which are covered in the curriculum.
- D. To provide adequate lighting and ventilation in facilities/classrooms assigned for the faculty and student use.
- E. To sign, if applicable, a form indicating student's participation.
- F. To include members of the faculty of the College in staff meetings when policies to be discussed will affect or are related to the program involved.
- G. To insure students do not take the responsibility or the place of qualified agency/staff.
- H. To provide for students an orientation to the agency to include an explanation of policies, rules and responsibilities prior to or at the beginning of the learning experience.

## **VII. COLLEGE POLICIES**

- A. The educational program consists of classroom instruction and laboratory practice and experience in selected learning situations in agencies. The division and arrangement of time to include the theoretical and applied learning experiences shall be determined by the College faculty, and instruction shall be based upon the needs of the students for specific learning experiences to meet the objectives of the program.
- B. Students will be given holidays as provided for in the College calendar published before each school year begins.

VIII. **REQUEST FOR WITHDRAWAL OF STUDENT**

The participating Agency has the right to request the College to withdraw any 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. The Agency has the right to deny its facilities to any student which it feels has not behaved in a professional manner or when the presence of the student is not the best legitimate business interest of the agency. The College may at any time withdraw a student whose progress, conduct or work does not meet the standards of the College for continuation in the program. Final action on students' termination from the program is the responsibility of the College.

IX. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement upon 90 days written notice to the other party provided that students currently enrolled in the program shall be permitted to complete the learning experience.

X. **MODIFICATION OF THE AGREEMENT**

Modification of the agreement shall not be made except by written agreement executed by both the College and the Agency.

XI. **RENEWAL OF AGREEMENT**

This agreement shall be reviewed and/or revised within a three-year period from date of signing.

XII. **JURISDICTION AND VENUE**

The laws of the State of Florida govern this Agreement. The venue for any cause of action relating to this Agreement shall be in Volusia County, Florida. In the event of any litigation or other enforcement action with regard to this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs from the non-prevailing party.

XIII. **INSURANCE**

The College shall procure and maintain during the term of this Agreement and any subsequent renewal, professional liability insurance to cover any and all liability arising from claims, damages, or injuries to persons or property of whatsoever kind or nature arising out of the activities of the Students. Such liability 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. Prior to any Student commencing his or her training, the College shall

provide the Agency with a Certificate of Insurance evidencing such coverage. Agency shall be named as an additional insured under such professional liability policy or policies.

**XIV. INDEMNIFICATION**

The College agrees to be liable for any and all damages, losses, and expenses incurred, by the Agency, caused by the acts and/or omissions of the College, or any of its employees, agents, sub-contractors, representatives, volunteers, students or the like.

**XV. INDEPENDENT CONTRACTOR**

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 hereunder for the sole consideration of obtaining an educational experience. No Program Student or participant shall be considered an employee or volunteer of Agency by virtue of that Program participation.

**XVI. SOVEREIGN IMMUNITY**

The College and Agency expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article, or paragraph of this Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida legislature, and the cap on the amount and liability of Agency or College for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Agency which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**XVII. THIRD PARTY OBLIGATIONS**

This Agreement is made solely for the benefit of the parties named in Section 1, and is not intended to create rights or any cause of action in any third parties. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

## XVIII. HIPAA

The College and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the Agency and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the Agency. The College will train all students related to HIPAA compliance prior to enrollment in any clinical course. The College agrees to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder (collectively, the "Regulations"). The College shall not use or further disclose any protected health information, or individually identifiable health information (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. The College will implement appropriate safeguards to prevent the use of disclosure of Protected Health Information other than as contemplated by this Agreement.

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James L. Gillis, Jr., City Manager  
City of South Daytona

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Dr. Thomas LoBasso, President  
Daytona State College

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Date

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Approval Date