



EXHIBIT "C"

OFFICE OF THE PRESIDENT

Item 5.2.1

PRESENT TO BOARD: MARCH 20, 2024

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: AFFILIATION AGREEMENT – THE CITY OF LAKELAND (FIRE AND RESCUE DIVISION)

Approval is requested to enter into the agreement between The City of Lakeland (Fire and Rescue Division) and South Florida State College for the purpose of providing clinical rotations in the following programs: EMT and Paramedic. The contract renews annually.

SUGGESTED MOTION:
Move to approve the agreement between The City of Lakeland (Fire and Rescue Division) and South Florida State College as presented.

CITY OF LAKELAND AGREEMENT FOR PARAMEDIC CLINICAL TRAINING

THIS AGREEMENT, is entered into by and between THE CITY OF LAKELAND, a Florida municipal corporation, whose mailing address is 228 South Massachusetts Avenue, Lakeland, Florida 33801 (the "COL"), and SOUTH FLORIDA STATE COLLEGE, (hereinafter referred to as the "COLLEGE"), whose address is 600 West College Drive, Avon Park, Florida 33825 for supervised learning experiences for EMT and Paramedic students in accordance with the provisions as set forth in this Agreement.

WITNESSETH:

WHEREAS, the College is desirous of using the services of the COL Fire Rescue Division (hereinafter referred to as "FRD") in providing clinical training for the COLLEGE'S EMT and Paramedic students (hereinafter referred to as the "Program"); and

WHEREAS, the COL desires to protect and enhance the public health, safety and welfare by training paramedic students to comply with FRD protocols; and

WHEREAS, this Agreement is entered into by the parties hereto for the purpose of defining their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Responsibilities of the COLLEGE

- A. Compliance with Applicable Law:** The COLLEGE shall maintain standards for EMS Programs and training as set forth by the Florida Department of Health (Chapter 401, Florida Statutes and 64E, Florida Administrative Code) and the State Department of Education.
- B. Eligible Students:** Only those students who have satisfactorily completed the requisite curriculum and who are currently employed by the City of Lakeland will be selected for participation in the Program with the COL. The COLLEGE shall provide the COL with a list of all students eligible to participate in the Program. The COLLEGE shall retain responsibility for the quality of services provided by the students while with the COL and the COLLEGE will comply with all legal requirements and standards in connection with clinical training. The acceptance of the student into the Program is at the sole discretion of the COL.
- C. Provision to Provide Educational Services:** All COLLEGE personnel and students shall cooperate with FRD and, upon request, provide documentation satisfactory to COL, of all initial and periodic reasonable background checks, health screens, and drug tests as may be deemed necessary by COL. COL may impose such additional reasonable requirements on COLLEGE personnel and students as are from time to time imposed upon its own employees pursuant to normal FRD procedures and protocols upon written notice to COLLEGE.
- D. Orientation:** The COLLEGE shall require all faculty and students to participate in a COL approved orientation prior to beginning a clinical rotation.

- E. Insurance Requirement:** The COLLEGE shall obtain and maintain an accident insurance policy with a minimum limit of \$100,000 medical coverage and \$100,000 accidental death benefits, which lists the City of Lakeland and each student as additional insured persons. The COLLEGE shall provide written proof that each student is either employed by the COL or being required by the student's employer as part of the student's employment to participate in the Program. Whether proper proof has been provided is at the sole discretion of the COL.
- F. Supervision of the Educational Services:** The COLLEGE is responsible for (i) enforcement of COL and FRD administrative policies; including reporting incidents that occur in the COLLEGE or FRD facilities and operations which might require disclosure to governmental authorities by COL; (ii) conforming to FRD's operating standards, including all requirements relating to handling, storage, and disposal of biohazardous materials; (iii) providing the necessary and appropriate uniforms and required supplies not provided by the COL; (iv) assuring each student knows to arrive on time to FRD for clinical training and that they are to follow all established COL and FRD regulations during the clinical training; and (v) advising FRD as to any special needs in the FRD facilities and operations of which the COLLEGE or its personnel may be aware, including supplies, material and equipment.
- G. Cooperation with Respect to Educational Services:** Subject to the reasonable rules and regulations of the COL and FRD, the COLLEGE will perform such teaching and similar duties as are in accord with FRD's policies, procedures and operations. FRD may deny participation by any student who fails to comply with COL policies and /or FRD protocols and procedures, or who hinders, interferes with or unduly inconveniences the operations of FRD.
- H. Patient Records:** The COLLEGE shall ensure that all required patient records relating to the clinical experiences of its personnel and students are prepared and maintained in accordance with applicable Florida and federal law and any other requirements that may be imposed by FRD. All such records shall be delivered to and maintained by FRD in accordance with its policies and procedures. The COLLEGE shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.
- I. Incident/Injury:** The COLLEGE shall require its personnel and students to report any incident or injury that is experienced or witnessed by COLLEGE'S personnel or student as a part of the clinical experience to FRD. COL shall not be responsible for any medical care, counseling or other follow-up as may be necessary as a consequence of any incident or injury to COLLEGE's personnel or students, and COLLEGE's personnel and students shall provide a release for COL as consideration for the clinical experience to be furnished by COL. In connection with the foregoing, the COL shall be responsible for compliance by the COL and its personnel with any State or federal statutes, regulations, rulings or orders related to safe work practices and environment.
- J. Health Insurance Portability and Accountability Act (HIPAA):** The COLLEGE shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of the services provided hereunder. The COLLEGE will compel employees and students to sign affidavits acknowledging receipt of an understanding of all rules and regulations related to HIPAA. THE COLLEGE agrees to hold harmless and indemnify COL to extent provided by law from any action, such as fines

or civil action resulting from a breach of patient privacy by the COLLEGE employees or students.

- K. Indemnifications:** The COLLEGE is a public entity entitled to the privileges of sovereign immunity except to the extent it has been waived by Section 768.28, F.S. within the limitations, established by Section 768.28, F.S. The COLLEGE shall defend, hold harmless and indemnify the COL, its officers, employees and agents, from and against any and all suits, demands, claims, damages, losses, costs, attorney's fees or expenses of any kind for which the COL may incur by reason of the activities of the COLLEGE, its student and personnel. This indemnification shall not apply to loss, injury, death or damages arising by reason of COL's negligence, either in whole or in part, and/or its officers, employees and agents. Nothing herein shall be deemed a waiver, express or implied, of COL's sovereign immunity with respect to claims by third parties nor shall anything herein be deemed an increase in the limits of liability pursuant to Section 768.28, F.S.

II. Responsibilities of the COL

- A. Provision of Facilities and Equipment:** FRD shall maintain all facilities, equipment, supplies and services required in the operation of the FRD services at its own cost and expense, subject to standard practices and procedures relating to budgeting and procurement procedures of FRD. In connection with the foregoing, FRD shall be responsible for compliance by FRD and its personnel with any state or federal statutes, regulations, rules or orders related to safe work practices and environment.
- B. Provision of Education Experience:** FRD shall make its resources available for the clinical experiences, including: (i) provide opportunities for observational and practical experiences in the "out-of-hospital environment"; (ii) assist in the orientation of COLLEGE personnel and students to the physical facilities, policies, and procedures of FRD, as required; (iii) allow the COLLEGE personnel and students, at their own expense, to use FRD eating facilities, if they so desire; and (iv) FRD shall certify to the COLLEGE that each individual responsible for direction of each student is certified in the State of Florida. The COLLEGE may examine the FRD facilities, equipment and operations to make its independent determination of the suitability of such for the provision of the clinical training. The COL does not warrant that its FRD facilities, equipment and operations are suitable for the COLLEGE's Program. Nothing in this Agreement shall be construed as requiring the addition of any facilities, equipment or other means or any changes in the operation of FRD to accommodate the COLLEGE'S program.
- C. Number of Students:** The COL shall determine the number of students who are allowed to participate in the Program and will consider the number of students suggested by the COLLEGE. The COL'S determination will be based on the number of available positions in the Program and shall not hinder the operations of FRD. Students will be accepted in the follow order:
- (i) Students enrolled in schools inside the boundaries of Polk County, Florida, who are currently employed by the COL.
 - (ii) Students enrolled in schools outside the boundaries of Polk County, Florida, who are currently employed by the COL.
 - (iii) Other students based on availability and at the discretion of COL.

D. Patient Care: FRD shall retain overall responsibility for quality of patient care and shall maintain administrative and professional supervision of students, insofar as their presence affects the operation of FRD and/or the direct and indirect care of patients. FRD provides non-transport emergency medical services under the State of Florida EMS Provider License of Polk County Board of County Commissioners, Lic#5302, ALS/T. Medical Direction and EMS Systems Protocols are provided by the same agency to the COL FRD.

E. Medical Treatment: FRD shall provide the COLLEGE'S students with emergency medical care for injuries or illness incurred while assigned to duties at FRD. The COL or licensed transport agency having jurisdiction (Polk County Fire Rescue) may bill the student or facility member for these services.

III. Mutual Responsibilities

A. Environment of Clinical Learning Experiences: The COL and the COLLEGE shall work together to maintain a quality environment for clinical learning experiences and quality patient care. Either party may call for meeting or conference to be promptly held between the parties to resolve any problems or to develop improvements in the operation of the Program.

B. Independence of Parties: None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the COL and COLLEGE, other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other. Each party shall be and remain responsible for all hiring and firing decisions relating to its personnel and for all costs associated with its personnel.

C. No Discrimination: The COLLEGE and the COL shall comply with the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and all laws protecting the rights of the disabled. Neither party will discriminate against any faculty member, student, employee or applicant for employment or admission into the program, on the basis of race, color, age, gender, national origin, disability or marital status.

D. Withdrawal of Students: Either party may request the withdrawal of a student from the Program whose conduct or work with patients or personnel is not satisfactory or based on a perceived lack of competency on the part of the student, the student's failure to comply with the rules and procedures of the COL and/or the COLLEGE, or any other reasons where either party reasonably believes that it is not in the best interest of the Program for the student to continue. The requesting party shall provide notice to the other party and such student shall be suspended from the Program until the parties make a determination. IF the parties are unable to agree on a determination, the student shall be withdrawn from the Program ten (10) days from the date the other party receives notice of the request to withdraw student.

IV. Terms, Renewal and Termination

A. Term and Renewal: The term of this Agreement shall begin on the date of execution by the last party and shall be for a term of one (1) year. This Agreement shall automatically renew

Notice to COL:

Fire Rescue Division
Fire Rescue Division Chief
701 East Main Street
Lakeland, Florida, 33801-5038

VI. General Provisions

- A. **Assignment and Binding Effect:** This Agreement and the rights and obligations created hereunder shall not be assignable by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors and permitted assigns. The transfer of responsibility or change in the name of any entity or division or unit under either party shall not be considered an assignment. This Agreement, including any and all amendments hereto, is not valid and effective for any purpose until approved by the COL.
- B. **Applicable Law and Venue.** This Agreement shall be governed and construed in accordance with laws of the State of Florida. Venue for any action arising hereunder or in connection herewith shall be exclusively within Polk County, Florida with respect to any state claim, and the Middle District of Florida, Tampa, Florida, for any federal claims not raised in the state courts.
- C. **Waiver:** The waiver by any party of a breach of any provision of this Agreement by the other party shall not be construed as waiver by such party of any subsequent breach.
- D. **Additional Rights and Remedies:** Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity.
- E. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- F. **Survivability:** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination, including, without limitation, the indemnification obligations of the parties.
- G. **Effective Date:** This Agreement shall become effective on the date of execution by the City of Lakeland.
- H. **Modifications:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement.
- I. **Entirety of the Agreement:** This Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the Program, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal by their duly authorized representatives on the dates indicated below:

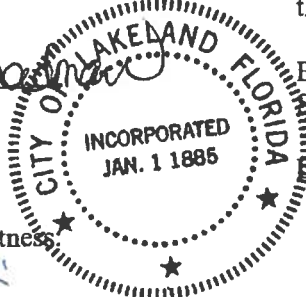
CITY OF LAKELAND

ATTEST:
City Clerk

City of Lakeland, a municipal corporation of
the State of Florida

By: *Kelly S. Koos*
for Kelly S. Koos

By: *Shawn Sherouse*
Shawn Sherouse, City Manager



Date: 1/23/24

Approved as a form and correctness:

Palmer Davis

Palmer Davis, City Attorney's Office

COLLEGE:

ATTEST:

By: *Ashley Bennett*
Ashley Bennett
(Print Name)

By: *Fred Hawkins*
Fred Hawkins
(Print Name)
President
(Title)

DATE: 3/21/24

DATE: 3/21/24