




INTEROFFICE MEMORANDUM

June 8, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Daniel P. Banks 
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief 
Fire Rescue Department

**CONTACT: Mike Wajda, Deputy Fire Chief
Operations
PHONE NUMBER: 407-836-9102**

SUBJECT: July 11, 2023 – Consent Agenda Item
Affiliation Agreement between Seminole State College of Florida and
Orange County, Florida

Orange County Fire Rescue is requesting approval of the Affiliation Agreement between Seminole State College of Florida and Orange County, Florida for students in the program to obtain supervised field educational learning experiences in the discipline of emergency medical services.

ACTION REQUESTED: Approval and execution of Affiliation Agreement between Seminole State College of Florida and Orange County, Florida related to Fire Rescue's Paramedic Educational Field Experience Program. There is no cost to the County.

attachments
c: Byron W. Brooks, AICP, County Administrator

BCC Mtg. Date: July 11, 2023

AFFILIATION AGREEMENT
Between
SEMINOLE STATE COLLEGE OF FLORIDA
and
ORANGE COUNTY, FLORIDA

THIS AFFILIATION AGREEMENT (“Agreement”), is entered into by and between The District Board of Trustees of Seminole State College of Florida, a political subdivision of the State of Florida (“School”), and Orange County, Florida, a charter county and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, School provides a program of education for emergency medical services (“Program”), and desires that the students in the Program obtain supervised field educational learning experiences in the discipline of emergency medical services; and

WHEREAS, School designates County as a School approved setting for instruction in the Program; and

WHEREAS, County has the appropriate facilities and personnel for students of the Program to engage in supervised field educational learning experiences, and agrees to make those facilities and personnel available to School within County designated areas; and

WHEREAS, County and School desire to cooperate to establish and implement appropriate supervised field educational learning experiences for students of the Program in a manner that is mutually beneficial to both School and County and at no cost to either party.

NOW, THEREFORE, in consideration of the mutual promises herein, School and County agree as follows:

- 1. RECITALS.** The above recitals are true and correct and are incorporated herein as a material part of this Agreement by reference.
- 2. RESPONSIBILITY OF COUNTY.** County shall:
 - a) Provide the students with an appropriate orientation of County’s policies and procedures.
 - b) Provide opportunities for a learning experience with appropriate supervision.
 - c) Accept and treat the student’s primary role as a learner and the field placement assignment as an educational experience. This includes the following:
 - i. permitting the student to receive needed support, assistance and instruction;
 - ii. making available to the student appropriate clinical cases and learning activities; and
 - iii. permitting the student to participate in staff development and other training opportunities.
 - d) Retain overall responsibility for any patient care performed.
 - e) Provide qualified staff to serve as field instructors for the student, subject to approval by the School.

- f) Designate a person to serve for County as liaison with School, hereinafter "Field Education Liaison."
- g) Assure that the Field Education Liaison is advised of any policy and/or service changes and developments which may affect student learning or the School's curriculum.
- h) Retain the sole right to approve or deny any student's ability to participate in a Field Educational Experience with the County.
- l) Immediately notify School of any student that, due to circumstances, will not be permitted to participate or continue a Field Education Experience with the County.

3. RESPONSIBILITIES OF SCHOOL. School shall:

- a) Provide County, in writing, the names of the students assigned by School to participate in the field educational experience prior to commencement of their participation in the field study experience.
- b) Assign only those students who have satisfactorily completed those portions of School curricula that are a prerequisite to participation in the field educational experience.
- c) Designate a member of School faculty, hereinafter "School Representative," to coordinate the educational experience of students participating in the field educational experience with the Field Education Liaison, and provide County, in writing, the name of the School Representative. School shall notify County, in writing, of any change to the designated School Representative.
- d) Work cooperatively with the County in designing appropriate field educational experiences to meet the objectives of the School's field education program.
- e) Keep County informed about School activities and plans affecting field education.
- f) Upon receipt of County's written notice of a student or School employee whose work or conduct with County's clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt County's operation, evaluate that student's conduct and take appropriate action.
- g) Ensure that students participating in the field educational experience at County obtain professional malpractice insurance through a blanket policy secured by School, before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate. Evidence of such insurance coverage shall be made available to the County upon request.
- h) Inform the participating students that they are required to:
 - i. Comply with the policies and procedures of County, including the County's policies on confidentiality and disclosure of information;
 - ii. Comply with all applicable Florida and federal laws and regulations;
 - iii. Obtain prior written approval of both parties to this Agreement before publishing any material related to the field educational experience provided under the terms of this Agreement;
 - iv. Complete the County's HIPAA training requirement prior to creating, receiving, transmitting or maintaining any Protected Health Information and not disclose any confidential medical information or other Protected Health Information received or learned through their role as a student under this Agreement to any entity outside of Orange County without proper written release or authorization from Orange County.

- v. Maintain individual personal health and accident insurance coverage for themselves for the entire period during which they participate in Program activities under this Agreement, and provide verification of that insurance to County upon request. Failure by County to verify a student's insurance does not in any way relieve School of its responsibility under this provision. Should emergency care become necessary for a student participating in the Field Education Experience due to accidental injury, illness, or exposure to an infectious or environmental hazard, County will arrange for immediate emergency care for the student, but will not be responsible for any associated costs including, but not limited to, any costs involving follow up care or hospitalization.
- vi. Comply with uniform requirements while on clinical rotation which shall include, but not be limited to, the wearing of the designated School uniform and badge during all clinical assignments; and
- vii. Provide County with a current copy of School's Field Educational Procedures, including Uniform Policies and Procedures.

4. PATIENT PRIVACY. County and School affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information ("PHI") that was previously disclosed to that party under this Agreement.

5. NOTICES. All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States, certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

As to COUNTY: Director, Orange County Fire Rescue Services
 P.O. Box 5879
 Winter Park, Florida 32793

Copy to: Orange County Administrator
 P.O. Box 1393
 Orlando, Florida 32802-1393

As to SCHOOL: Dr. Molly Kostenbauder
 Seminole State College of Florida
 100 Weldon Blvd.
 Sanford, Florida 32773

- 6. 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. School's students shall participate in the field educational experience for the sole purpose of fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, School's students are not to be considered employees or agents of either School or County for any purpose, including Worker's Compensation, employee benefits programs, or other forms of compensation.
- 7. INSURANCE.** School shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for itself and its employees for a claim or judgment with limits of not less than One Million Dollars (\$1,000,000) per occurrence and for all claims or judgments arising out of the same occurrence of not less than Three Million Dollars (\$3,000,000) in the aggregate. Additionally, School shall procure and maintain, during the term of this Agreement and any renewal thereof, for student participants in assigned practicums to provide general liability protection with limits of not less than One Million Dollars (\$1,000,000) per occurrence while they are engaged in activities pursuant to this Agreement. The County shall be named as an additional insured on all liability policies (excluding professional liability). School shall submit certificates of insurance to County evidencing such coverage at the time of the execution of this Agreement, and at any renewals thereafter.
- 8. INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.
- 9. RECORDS MANAGEMENT.** School shall retain copies of all records associated with this Agreement for a period of five (5) years from the date of termination. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings. Should the School dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required herein, all such records shall be transferred to the County. School shall make available copies of all records associated with this Agreement for examination or inspection. School shall comply with all requests for public records associated with this Agreement in accordance with Florida's Public Records Law and other applicable State law requirements.

- 10. ASSIGNMENTS.** Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- 11. PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
- 12. COUNTERPARTS.** This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.
- 13. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of one (1) year from the date of the last signing party and may be renewed for up to four (4) additional one-year renewals by mutual written consent of the parties. Either party may cancel this Agreement at any time, either with or without cause. The terminating party shall give the other party sixty (60) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the sixty (60) days' notice; EXCEPT THAT students enrolled in the field educational experience at the time of notice of termination and who also remain compliant with the requirements set forth in section 3(h)i-vii of this Agreement shall be given the opportunity to complete the field education at County.
- 14. APPLICABLE LAW AND VENUE.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall be in the courts of the Ninth Judicial Circuit in Orange County, Florida.
- 15. NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity or gender expression, national or ethnic origin, disability, or veteran or marital status.
- 16. ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
- 17. SEVERABILITY.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be

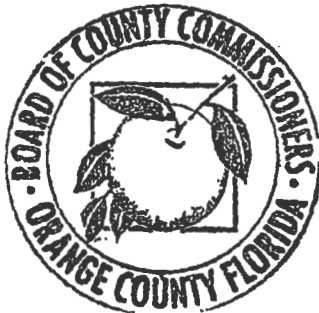
necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

18. AMENDMENTS. No change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the full execution of this by authorized representatives of County and School.

19. EFFECTIVE DATE. This Agreement shall become effective on the date upon which it has been fully executed by the parties.

20. FERPA COMPLIANCE. Notwithstanding any provision to the contrary herein, and in accordance with the Family Educational Rights and Privacy Act ("FERPA"), as set forth in 20 U.S.C. §1232(g) and Sections 1002.22, 1002.221, and 1006.52 Florida Statutes, all education records, as defined therein, shall be deemed confidential and exempt from disclosure under Section 119.07(1), Florida Statutes. Disclosure of any such records shall be in strict compliance with the governing provisions set forth in this section and with FERPA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: July 11, 2023

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann Kinney*
Deputy Clerk

[REMAINING SIGNATURES ON FOLLOWING PAGE]

**THE DISTRICT BOARD OF TRUSTEES OF
SEMINOLE STATE COLLEGE OF FLORIDA**

By:  _____

Name: Bob Cortes

Title: Board Chair

Date: May 15, 2023

Approved as to Form and Legality

By: Date:

Jonathan Squires, Esq.

Associate General Counsel

Seminole State College