

RESOLUTION NO. 2024-101

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND DELIVER ON BEHALF OF THE COUNTY A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY AND FLORIDA STATE COLLEGE AT JACKSONVILLE TO ESTABLISH AND IMPLEMENT A FIELD TRAINING INTERNSHIP PROGRAM.

RECITALS

WHEREAS, Florida State College at Jacksonville (“College”) offers an Emergency Medical Services Program (“EMS Program”) to its student; and

WHEREAS, the College desires to provide realistic training opportunities to those students; and

WHEREAS, St. Johns County Fire Rescue Department (“SJCFR”) operates emergency transport vehicles and provides emergency services to patients throughout the County; and

WHEREAS, SJCFR and the College desire to establish and implement a Field Internship training program whereby students participating in the EMS Program will join an SJCFR team deployed to provide rescue services; and

WHEREAS, providing such valuable learning opportunities to EMS Program students is mutually beneficial to the College and SJCFR; and

WHEREAS, the College and SJCFR mutually agree to establish and implement a Field Internship training program, subject to the terms, conditions, and restrictions of the Memorandum of Understanding attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

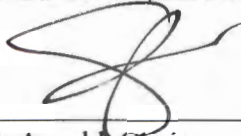
Section 2. The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute and deliver on behalf of the County the Memorandum of Understanding between the County and Florida State College at Jacksonville in

substantially the same form as attached hereto.

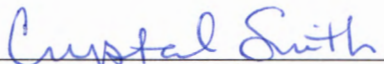
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of March, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: 
Deputy Clerk

Rendition Date: MAR 08 2024



**MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA STATE COLLEGE AT JACKSONVILLE
AND ST. JOHNS COUNTY FOR
EMERGENCY MEDICAL SERVICES PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2024 ("Effective Date") between the **DISTRICT BOARD OF TRUSTEES OF FLORIDA STATE COLLEGE AT JACKSONVILLE**, a public body corporate of the state of Florida ("College"), and **ST. JOHNS COUNTY**, a political subdivision of the state of Florida ("County"), to provide educational Field Internship training for students participating in College's Emergency Medical Services Program (hereinafter "EMS Program," "Program," or "EMS Field Internship training experience"). This MOU sets forth the provisions, terms and conditions whereby students in the College's EMS Program ("EMS students" or "students") may join members of St. Johns County Fire Rescue Department ("SJCFR") who are deployed to provide rescue services in St. Johns County, Florida using rescue vehicles owned and operated by SJCFR (herein referred to as "Field Internship training").

WHEREAS, College provides training to EMS students and desires to provide a realistic training opportunity for those students; and

WHEREAS, SJCFR owns and operates emergency transport vehicles called "Rescue Units," which are deployed in the community to provide emergency services to patients; and

WHEREAS, the Parties desire to enter into this MOU for the mutual benefit of the Parties that will allow College's EMS students to participate in Field Internship training where they will gain valuable learning opportunities by joining a SJCFR team deployed to provide rescue services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein and for other good and valuable consideration acknowledged by the Parties to be sufficient, College and County agree to the following provisions, terms, and conditions:

1. COLLEGE RESPONSIBILITIES:

- 1.1. As a part of each student's EMS Field Internship training experience, the student will accompany a SJCFR Advanced Life Support Rescue Unit ("ALS Unit") deployed to provide emergency services, and the student will assist as specifically outlined in this MOU under the direct supervision of a SJCFR Preceptor, defined herein.
- 1.2. Students will use the electronic database to select a specific SJCFR Rescue Unit which they will accompany. Only one student per ALS Unit is allowed at a time. The student will not be able to join a SJCFR ALS Unit without complete entry into

the database system. College will provide SJCFR with a login to the electronic database so SJCFR can confirm who is expected to be on board any SJCFR Rescue Unit or other apparatus. Any access to the EMS Program College database will be at no cost to SJCFR. Information for forms, reviews, and evaluations will also be provided at no cost to SJCFR. College will provide an electronic manual and training to SJCFR as needed for its database program.

- 1.3. Students will be permitted to participate in the Field Internship training only between the hours of 0800 and 2400.
- 1.4. College will ensure that all students participating in the SJCFR Field Internship training have completed a Permission to Ride form (the "Form"), and the Form will be maintained in the student's file by the College's EMS Program Director.
- 1.5. College will provide all students with access to, and ensure the students' review of, the SJCFR Rules and Regulations and will require all students to abide by the provisions thereof. Specifically, College will be required to review the SJCFR Uniform Policy (SOP 40) with its students prior to their participation in Field Internship training with SJCFR.
- 1.6. College's EMS Program Director will secure and maintain the following records for each student participating in the Field Internship training:
 - 1.6.1. Proof of individual health insurance.
 - 1.6.2. A completed Hepatitis-B (HBV) Form.
 - 1.6.3. A signed and completed Hold Harmless MOU.
 - 1.6.4. Proof of Personal Injury Protection Insurance (PIP) as described below.
 - 1.6.5. A signed SJCFR Privacy Notice.
- 1.7. College will verify that each student participating in Field Internship training has valid and active Personal Injury Protection Insurance (PIP) coverage which can be used for medical care needed by the student in the event that the student sustains injuries during the course of their Field Internship training. College will secure and place in the student's file proof of this insurance for each student.
- 1.8. SJCFR acknowledges that College is self-insured for worker's compensation, general liability, professional liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. College's self-insured fund and various policies are authorized pursuant to Florida Statutes and the District Board of Trustees. College agrees to maintain its self-insurance fund and excess policies for the duration of this MOU. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense

available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes. SJCFR is aware that College has accreditation standards requiring that SJCFR employees supervising students in Field Internship training must be trained as a Preceptor, as defined herein. All training required in relation to the College's accreditation standards will be at the expense of College and convenience of SJCFR. The operation of SJCFR will dictate training opportunities, but SJCFR will make all reasonable efforts to ensure that sufficient training opportunities are timely made available so as to not frustrate the purpose of this MOU.

- 1.9. A "Preceptor" is understood by the parties to be a SJCFR employee who the St. Johns County Fire Rescue Chief ("Fire Rescue Chief") has designated to act in a supervisory role for Field Internship training. Students participating in the Field Internship training component of their paramedic training will be assigned a SJCFR employee who has agreed to be trained by College and function as a trained Preceptor. SJCFR does not and will not provide financial incentives to either its employees or the College for this activity or assignment.
- 1.10. College may, in its sole discretion terminate the Preceptor status of any SJCFR employee with written notice to the Preceptor and after consultation with the Fire Rescue Chief. Upon such termination, it shall be incumbent upon College to identify and train a successor Preceptor as quickly as is reasonable possible.
- 1.11. College agrees that participating College faculty, staff, and students will comply with the applicable policies and procedures of SJCFR during the course of their participation in the Field Internship training to the extent permitted by law and in so far as they do not conflict with any of the College's policies and procedures, including those governing the use and disclosure of individually identifiable health information under federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA").
- 1.12. College agrees to require Program students, faculty, and other College-employed Program participants, as a condition of their participation in the Field Internship training program, to execute a Confidentiality Statement (Attachment E, or in another form mutually accepted by the parties) with SJCFR, acknowledging their responsibility under applicable federal law and regulations, including but not limited to regulations under HIPAA, to keep confidential any information regarding SJCFR patients, as well as any confidential information of SJCFR.

2. **SJCFR RESPONSIBILITIES:**

- 2.1. Fire Rescue Chief will participate in the selection and approval of any Preceptor in coordination with College's EMS Program Director.
- 2.2. SJCFR will require that a Preceptor be present and act as immediate training supervisor for all EMS Program students accompanying a SJCFR ALS Rescue Unit for Field Internship training.
- 2.3. SJCFR will ensure that Preceptors comply with the Preceptor Guidelines and Objectives if the Preceptor Guidelines do not directly conflict with SJCFR policies and procedures.
- 2.4. SJCFR will ensure that Preceptors complete the Field Internship Evaluation for all participating students at the conclusion of each shift.
- 2.5. SJCFR may, at its discretion, refuse to allow any student aboard a Rescue or ALS Unit if that student does not meet SJCFR professional standards and requirements. College will withdraw any student from the Field Internship training at SJCFR when withdrawal is reasonably requested by the Fire Rescue Chief.
- 2.6. The Officer of the SJCFR ALS Unit may suspend or terminate any student's permission to accompany a SJCFR ALS Unit if that student does not meet the uniform requirements or is in violation of any rules, regulations, policies, or procedures of SJCFR.
- 2.7. SJCFR will provide students with emergency accident care for injuries or illnesses of an acute nature incurred while participating with SJCFR in the Field Internship training. Payments for such emergency accident care shall be the personal responsibility of the individual student and shall be at the student's expense whether personally, through insurance, or a combination of both.
- 2.8. SJCFR will not guarantee placement or employment of any student.
- 2.9. SJCFR will cooperate with College in enforcing College policies and procedures related to student performance and student conduct.
- 2.10. SJCFR will endeavor to comply with all applicable requirements of any accreditation authority over College and shall certify such compliance upon request by College.
- 2.11. SJCFR will permit the authority responsible for accreditation of College's curriculum to inspect the Rescue or ALS Unit, services, and all other items provided by SJCFR for purposes of the educational experience upon reasonable notice.

- 2.12. SJCFR will provide each student with an appropriate orientation of SJCFR policies and procedures prior to each student beginning the Field Internship training.
- 2.13. SJCFR will provide students with learning opportunities under appropriate supervision.
- 2.14. SJCFR will retain ultimate responsibility for total patient care.
- 2.15. SJCFR will notify College in writing of any student whose work or conduct with clients, patients, or personnel is not, in the opinion of SJCFR, in accordance with acceptable procedures or standards of performance, or otherwise could disrupt patient care or SJCFR operations.
- 2.16. SJCFR may immediately remove any student who, in the reasonable opinion of either SJCFR or the College, poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. In such event, said student's participation in the Field Internship training program shall immediately cease, subject to its being resumed only with the mutual written notification by the Fire Rescue Chief and College.
- 2.17. SJCFR will provide College access to current written policies, procedures, standards of care, and protocols of SJCFR, which College acknowledges shall govern College students and faculty involved in the Field Internship program. Policies, procedures, and protocols will be provided electronically to College upon their inception or revision and/or upon request by College.
- 2.18. SJCFR will maintain its operating license and appropriate accreditation at all times.
- 2.19. SJCFR will not displace a regular SJCFR employee with a student, nor pay any wages to student(s) for the time spent in the Field Internship training program.

3. **PROGRAM COORDINATION:** College and SJCFR agree to work together to establish and maintain a quality EMS Program Field Internship training program, and the Parties agree to do the following:

- 3.1. The Parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that student permission must be obtained before releasing specific student data to anyone other than College. College agrees to provide guidance to SJCFR with respect to complying with FERPA. The Parties agree to maintain strict confidentiality of students' activities and their records in accordance with College policies and procedures and applicable state and federal laws and regulations.

- 3.2. Neither party, nor any joint committee, shall have the power to obligate the other party's resources or to commit the other party to any particular action.
- 3.3. The Parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission, the Florida Department of Health, and all other agencies, departments, and licensing boards with statutory or regulatory authority over SJCFR or College, as well as their own respective rules and regulations.
- 3.4. The Parties agree that solely for the purpose of defining the role of the student in relation to the use and disclosure of SJCFR protected health information, such students are defined as members of SJCFR's "workforce," as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this MOU. However, such students are not and shall not be considered to be employees of SJCFR.

4. **POLITICAL SUBDIVISION:** The Parties acknowledge and agree that College and County are each a political subdivision of the State of Florida. As such, College and County performance under this MOU and any amendments or attachments hereto shall at all times be subject to any and all Florida laws, Florida regulations, District Board of Trustees Rules, and County ordinances and rules which are applicable to operations, commitments, and/or activities in furtherance of any terms specified herein. The Parties acknowledge that this MOU and performance hereunder is subject to the provisions and limitations of Section 768.28, Florida Statutes, the provisions and limitations of which are not waived, altered, or expanded by anything contained herein. Furthermore, nothing contained herein shall be construed or interpreted as:

- a. denying to either party any remedy or defense available to such party under the laws of the State of Florida;
- b. the consent of College or County to be sued; or,
- c. a waiver of sovereign immunity of College beyond the waiver provided in Section 768.28, F. S.

As College is a political subdivision of the State of Florida, this MOU is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This MOU is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of law.

5. **PUBLIC ACCESS:** The Parties acknowledge that, as political subdivisions of the State of Florida, the Parties are subject to the provisions of Chapter 119, Florida Statutes, regarding public access to records. The Parties agree to comply with all applicable Florida statutes regarding the generation, maintenance, and provision of access to all public records relating to this MOU.

6. **PROGRAM INTEGRITY:** Pursuant to U.S. Department of Education rules and regulations codified in 34 CFR Sections 668.71 - 668.75, an educational institution eligible for Title IV student aid and loan funding and any educational partners of the institution must comply with federal guidelines regarding representations made to students. SJCFR, as a partner with College in the delivery of a portion of an educational program, must ensure that no employee of SJCFR misrepresents to any student any of the following:

- a. The nature of the Program or any other educational program at College.
- b. The nature of the costs associated with the Program or any other educational program at College.
- c. The employment or salary a graduate will secure after completion of the Program or any other program at the College.

SJCFR agrees to provide training or review to its employees as needed to comply with the federal guidelines.

7. **LIABILITY:** Only to the extent permitted by Florida law, including but not limited to the provisions and limitations of Section 768.28, Florida Statutes, the Parties agree to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this MOU.

8. **SURVIVAL:** Liability referenced in Paragraph 7 herein shall continue beyond the expiration, non-renewal, or termination of this MOU but only for the earlier of: (i) four (4) years; or (ii) any applicable statute of limitations under Florida law.

9. **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 MOU 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 SJCFR by virtue of their Program participation.

10. **ASSIGNMENTS:** This MOU may not be assigned to a third party without the prior written consent of the non-assigning party.

11. **NO THIRD-PARTY BENEFICIARIES:** This MOU is made solely for the benefit of College and SJCFR and is not intended to create rights, benefits, or any cause of action on behalf of, or in favor of, any third parties.

12. **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.

13. **TERM/TERMINATION:** The term of this MOU shall be for a period of three (3) years commencing on the Effective Date. If either party to this MOU wishes to terminate the MOU early, it is understood that written notice shall be given at least ninety (90) days prior to the proposed termination date of the MOU. And, if such notice is given, this MOU shall terminate at the end of the ninety (90) day notice period. Students who have scheduled Field Internship training dates will be allowed to complete those clinical experiences after SJCFR has approved those students.

14. **APPLICABLE LAW:** The validity, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Florida. The Parties submit to the jurisdiction and venue of the applicable federal and state courts located in St. Johns County, Florida.

15. **CHANGE IN LAW:** In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation, or judicial decision, that in the reasonable opinion of the legal counsel to either party hereto renders any of the material terms of this MOU unlawful or unenforceable, the applicable term(s) of the MOU will be subject to renegotiation upon written notice to the other party to remedy such condition and conform the MOU to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate this MOU effective immediately and without penalty.

16. **NONDISCRIMINATION:** During this MOU, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability, or veteran or marital status.

17. **ENTIRE MOU:** This MOU contains the entire agreement between the parties and supersedes all prior MOUs and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this MOU, neither College nor SJCFR make any representations, warranties, covenants, or undertakings of any kind, express or implied in any way related to the subject matter of this MOU.

18. **AMENDMENTS AND MODIFICATIONS:** All amendments and modifications to this MOU shall be made by written mutual consent of both parties, which shall include the date and signatures of the Parties agreeing to the amendments and/or modifications.

19. **WAIVER:** Any waiver of a provision of this MOU must be in writing to be effective and enforceable. The failure to insist upon strict adherence to a term of this MOU shall not be considered a waiver. A waiver of any breach of any provision of this MOU will not be construed to be a waiver of any other or further breach of this MOU, whether of a similar or dissimilar nature.

20. **LICENSING:** This MOU is contingent on the College being licensed by the State of Florida Department of Health, Bureau of EMS, as an EMS Training Program according to 64J-1.020 and 1.0201 F.A.C. and being accredited by the Commission on Accreditation of Allied Health Education Programs.

21. **NOTICES:** All notices under this MOU shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

If to College: Dr. Cedrick Gibson
AVP Workforce Development & Entrepreneurial
601 West State Street
Jacksonville, Florida 32202

with a copy to: Office of General Counsel
Florida State College at Jacksonville
501 West State Street, Suite 403
Jacksonville, Florida 32202

If to SJCFR: Fire Rescue Chief
St. Johns County Fire Rescue Department
3657 Gaines Road
St. Augustine, Florida 32084

with a copy to: Office of County Attorney
St. Johns Count Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

22. **ELECTRONIC SIGNATURE:** The Parties agree that this MOU may be executed and delivered by facsimile, electronic mail, or any other suitable electronic means, and the Parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the Parties. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this MOU as of the day and year first written above, and each agrees to be bound by the provisions hereof.

**FLORIDA STATE COLLEGE
AT JACKSONVILLE**

By: _____
Dr. Cedrick Gibson
AVP Workforce Development & Entrepreneurial

ST. JOHNS COUNTY, FLORIDA

By: _____
Joy Andrews
County Administrator

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: _____
Deputy Clerk

Form Approved:

Office of County Attorney