

Meeting Date: 11/15/2011



Agenda Item # 8-E

CITY COUNCIL AGENDA ITEM

Contact Name: Chris Johnson *[Signature]* Department Director: _____
 Department/Contact # 386-775-5461 City Manager: Jamie Croteau *[Signature]*

- Type of Item:
- | | | | |
|--------------------------|--------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance First Reading | <input checked="" type="checkbox"/> | Discussion & Action |
| <input type="checkbox"/> | Ordinance Second Reading | <input type="checkbox"/> | Council Approval |

Subject: Daytona State College – Educational Services Agreement

BACKGROUND: Daytona State College delivers classes for individuals to become certified as Paramedics and Emergency Medical Technicians. These classes require the students to have clinical time with agencies that provide emergency medical services. This agreement would allow these students to train in our stations, ride on our apparatus, and practice their skills under the oversight of our personnel. This agreement replaces a previous agreement that has expired.

RECOMMENDATIONS: Approval of the agreement and authorization for the City Manager to sign the agreement.

ATTACHMENTS: The five page agreement, Appendix I, and the College’s Certificate of Liability Insurance.

FINANCIAL IMPACT: None

Reviewed by City Attorney _____
 Reviewed by Finance Dept. _____
 Reviewed by: _____

1st Discussion Date: date.	2nd Discussion Date: date.	Third Discussion Date: date.	Other Dates: date.
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11-055

**EDUCATIONAL SERVICES AGREEMENT
EMERGENCY MEDICAL SERVICES PROGRAM**

THIS AGREEMENT made and entered into this day, _____ by and between **DAYTONA STATE COLLEGE** (hereinafter referred to as the "Board"), having its principal facility at 1200 West International Speedway Boulevard, Daytona Beach, Florida 32114, and the educational contracting facility **ORANGE CITY FIRE DEPARTMENT** (hereinafter referred to as the "Agency"), having its principal facility at 215 North Holly Avenue, Orange City, Florida 32763.

WITNESSETH:

WHEREAS, the Board operates a community learning center in Volusia County under the name of Daytona State College, and

WHEREAS, the Agency 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 Agency's facility, equipment and where appropriate, and allowable, personnel to conduct student training.

**ARTICLE I
AGREEMENT SPECIFICATIONS**

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

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

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

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.

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

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.

The Agency 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 practicum with the Agency's Clinical Coordinator of Clinical Education (CCCE), Clinical Instructor (CI), and/or other designee.
- C. That duly enrolled students shall be accepted for educational training experiences with the understanding that the maximum number of students assigned to the Agency departments shall not exceed the capacity determined by the Agency 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, and
- 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 Agency at all locations and facilities, in amounts not less than \$1 million per incident/\$3 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 Agency 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 AGENCY

The Agency 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 Agency 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 Agency's supervisor and the Board's coordinator.

2. That students will wear appropriate clothing which has been adopted by the Agency and the Board when on duty, if special type clothing is required.

3. That students will be allowed to make up Agency training time which may be lost because of unavoidable absence, as determined by the ACCE and the CCCE.

That make-up time shall enable aforementioned students to complete the required program Agency 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 CCCE, CI, and student. Each course syllabus outlines the GRADE requirements.

C. That the ACCE shall be granted access to the Agency'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 Agency training experiences in all phases of the profession shall be permitted as it applies to the Agency'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 Agency's departmental meetings when policies, work procedures or actions to be discussed will affect and/or relate to the student's Agency training schedule.

That the Agency shall maintain during the term of this agreement professional liability insurance in amounts of not less than \$100,000 for individual liability and \$200,000 for group liability.

ARTICLE IV

MISCELLANEOUS

The Board and Agency 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 Agency's supervisor 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 Agency, when and where required and that said accident and/or incident/accident folds shall be completed within a reasonable period of time as required by the Agency 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 said accident and/or incident accident form shall be forwarded by the Board's instructor to the Agency's supervisor for their records, if required.

- B. Upon the request of the Agency's Administrator, the Board will immediately withdraw from the Agency's facility any student whose work performance, or personal conduct, in the opinion of the Agency's Administrator, is having a detrimental or disruptive effect upon the normal operation of the departments or personnel of the Agency, or constitutes a risk to patient care or safety.
- C. That the Agency 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 Agency's request, or who has been legally dismissed as an employee of an by the Agency for reasons which make acceptance as an Agency affiliate inadvisable in the opinion of the Agency's Administrator.
- 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 Agency 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 Agency chooses to withdrawal a training facility, the Administrator agrees that students presently enrolled and receiving Agency training will be allowed to complete their scheduled Agency training program even though the time required may exceed the thirty (30) day period.
- G. That the Agency will provide medical assistance (if available) upon the student becoming ill or injured, at the student's expense.
- H. That the Agency will provide adequate classroom and conference room space and library facilities for the use of the available instructional materials when applicable.
- I. That the Agency have the ultimately responsibility for the patient.
- J. That the Board will provide the Agency a copy of clinical instructor's professional license upon request
- K. That the Board and Agency 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 be governed by the laws of the State of Florida. Venue for any actions or proceedings relating to this agreement shall be in Volusia County, Florida.

ARTICLE V

MODIFICATIONS, ADDENDA AND TERM RENEWAL

- 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 agency 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 be in effect until mutually cancelled or until either party withdraws, as specified elsewhere in the agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals, and executed this agreement on the day and year first written.

DAYTONA STATE COLLEGE:

Carol W. Eater 10/21/11
(President) Date

ORANGE CITY

(Administrator) Date

ORANGE CITY FIRE DEPARTMENT

(Fire Chief) Date

APPENDIX I

The students of Daytona State 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 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 Intravenous access
4. Radio communications
5. Documentation

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.

200 S. Orange Ave
Suite 1350
Orlando, FL 32801
Gregory S. Butterfield

CONTACT NAME: Johanne Daguiard
PHONE (A/C, No, Ext): 407-563-3535 **FAX (A/C, No):** 407-370-3057
E-MAIL ADDRESS: johanne_daguiard@ajg.com

INSURED
Students of the Allied Health Sciences Courses of the Participating Colleges of the Florida College System Risk Management Consortium
4500 NW 27th Avenue, Suite D2
Gainesville, FL 32606

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: AMERICAN CAS CO OF READING PA 20427
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22256947

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Professional Liab Liability			0127291333	08/26/11	08/26/12	Each Claim 2,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Daytona State College Student Clinical Experience for EMS / EMT and Paramedics Program(s).
Coverage includes College Faculty Members for instruction/supervision of students only.

CERTIFICATE HOLDER

CANCELLATION

Orange City Fire Rescue

215 North Holly Avenue,

Orange City, FL 32763

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

USA